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2 7725 Peavine Peak Court
3 Reno, NV 89523
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6 Debtor In Propria Persona

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U.S. BANKRUPTCY COURT
MARY A. SCHOTT, CLERK

7 UNITED STATES BANKRUPTCY COURT

8 DISTRICT OF NEVADA - RENO

9 IN RE:) Case No. BK-N-14-50333-BTB
10 ANTHONY THOMAS and) Case No. BK-N-14-50331-BTB
11 WENDI THOMAS) (Jointly Administered)
12 AT EMERALD, LLC)
13 Debtors.) CHAPTER 7
14)
15) OPPOSITION TO SALE OF THOMAS EMERALD
16)
17)
18)
19)
20)
21) Date: March 22nd 2018
22) Time: 3:00 pm
23) Dept. 2
24) Judge: Hon. Bruce T. Beesley
25)

26 Debtor Anthony Thomas contends that he should be able to have the sale order
27 overturned pursuant to the catch-all provision of Federal Rule of Civil Procedure Rule
28 60(b)(6) because he did not receive notice of the sale of the Thomas Emerald pursuant to
the provisions of the law, rendering the sale Void on the face of the record.

Section 363(b)(1) of the Bankruptcy Code provides that:

"The trustee, **after notice** and a hearing, may use, sell, or lease, other than
in the ordinary course of business, property of the estate"

11 U.S.C. § 363(b)(1)(emphasis added).

Fed. R. Bankr. P. 2002(a)(2) provides:

Except as provided in subdivisions (h), (l), (p), and (q) of this rule, the
clerk, or some other person as the court may direct, shall give the debtor,
the trustee, all creditors and indenture trustees at least 21 days' notice by
mail of... a proposed use, sale, or lease of property of the estate other than
in the ordinary course of business, unless the court for cause shown
shortens the time or directs another method of giving notice.

1 Id.

2 **A SALE WITHOUT REQUISITE NOTICE IS VOID**

3 The United States Court of Appeals for the 2nd Circuit held:

4 "[W]here the transaction is outside the ordinary course of the debtor's business, the
5 debtor may not 'use, sell, or lease' estate property until creditors and other interested
6 parties are given notice of the proposed transaction and the opportunity for a
7 hearing if they object. 11 U.S.C. § 363(b)(1)."
8 Medical Malpractice Ins. Assoc. v. Hirsch (in re Lavigne), 114 F.3d 379, 384 (2nd Cir.
9 1997).

10 "Because [the debtor] gave no notice of the proposed [transaction] to his creditors,
11 the transaction is null and void if it was beyond the ordinary course of business."

12 Id.

13 "Since no good cause has been shown why notice was unnecessary, the failure of
14 notice will serve to vitiate any sale."

15 Mullins v. First Nat'l Exchange Bank of Va., 275 F. Supp. 712, 723 (D. Va. 1967).

16 The Arizona Bankruptcy Court discussed the necessity of compliance with Section 363 (b)
17 as follows:

18 "Section 363 states that a trustee (or debtor in possession) may only 'use, sell, or
19 lease' property outside the ordinary course of business 'after notice and a hearing.'
20 11 U.S.C. § 363(b)(1). Neither party disputes that Koneta's post-petition agreement
21 with Mac, to exercise a modified option contract, involved the use of estate property
22 outside the ordinary course of business and therefore required court approval after
23 notice and a hearing. 240 North Brand Partners, Ltd. v. Colony GFP Partners, L.P.
24 (In re 240 North Brand Partners, Ltd.), 200 B.R. 653, 659 (9th Cir. BAP 1996); cf.
25 Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314, 70 S.Ct. 652, 657,
26 94 L.Ed. 865 (1950) (due process principles require 'notice reasonably calculated,
27 under all the circumstances, to apprise interested parties of the pendency of the
28 action and afford them an opportunity to present their objections')."

29 Because the requirements of § 363(b) protect the creditors' interest in the estate's
30 assets, "[t]he usual effect of a sale or lease of property of the estate, conducted
31 outside of the ordinary course of business but without adherence to the notice and
32 hearing requirements of § 363(b)(1), is that any sale held is rendered null and void."
33 In re Weisser Eyecare, Inc., 245 B.R. 844, 850 (Bkrtcy. 544*544 N.D.III.2000); 240
34 North Brand Partners, 200 B.R. at 659; United States v. Goodstein, 883 F.2d 1362,
35 1367 (7th Cir.1989).

36 Court approval not being obtained, the March 24, 2006 agreement is declared to be
37 null and void and of no legal force and effect.

38 "Because the requirements of § 363(b) protect the creditors' interest in the estate's
39 assets, '[t]he usual effect of a sale or lease of property of the estate, conducted

1 outside of the ordinary course of business but without adherence to the notice and
2 hearing requirements of § 363(b)(1), is that any sale held is rendered null and void.' "

3 In re Koneta, 357 B.R. 540, 544 (Bankr. D. Arizona 2006)(quoting In re Weisser
4 Eyecare, Inc., 245 B.R. 844, 850 (Bankr. N.D. Ill. 2000)).

5 "The usual effect of a sale or lease of property of the estate, conducted outside of the
6 ordinary course of business but without adherence to the notice and hearing
7 requirements of § 363(b)(1), is that any sale held is rendered null and void."

8 In re Weisser Eyecare, Inc., 245 B.R. 844, 850 (Bankr. N.D. Ill. 2000).

9 A 1996 case from the 9th Circuit In re: 240 North Brand Partners 200 B.R. 653
10 explained:

11 "Section 363 states that a trustee (or debtor in possession) may only "use, sell, or
12 lease" property outside the ordinary course of business after notice and a hearing. 11
13 U.S.C. § 363(b)(1) "

14 and then continued:

15 "The requirements of section 363(b) protect the creditors' interest in the assets of the
16 estate." U.S. v. Goodstein, 883 F.2d 1362, 1367 (7th Cir.1989), cert. denied, 494
17 U.S. 1007, (1990) (quoting In re First Int'l Services Corp., 25 B.R. 66, 70
18 (Bankr.D.Conn.1982)). As a result, debtors who wish to utilize § 363(b) to dispose of
19 property of the estate must demonstrate that such disposition has a valid business
20 justification.

21 In re Lionel Corp., 722 F.2d 1063, 1070 (2d Cir.1983).

22 In addition to proving that the proposed sale has a valid business justification, the
23 debtor must also show that the sale is proposed in good faith. In re Wilde Horse
24 Enterprises, Inc., 136 B.R. 830, 841 (Bankr. C.D.Cal.1991). "'Good faith'
25 encompasses fair value, and further speaks to the integrity of the transaction. Typical
26 'bad faith' or misconduct, would include collusion between the seller and buyer, or
27 any attempt to take unfair advantage of other potential purchasers."

28 Id. at 842

Another case discussed the specifics regarding notice required under both the Code and
Rule 2002 as follows:

"Ample authority exists for the principle that sales within the scope of § 363(b)(1), of
which no proper notice was provided, may be set aside. See, e.g., M.R.R. Traders,
Inc. v. Cave Atlantique, Inc., 788 F.2d 816 , 818 (1st Cir.1986); In re First Baptist
Church, Inc., 564 F.2d 677 , 679 (5th Cir. 1977); and In re Stanley Engineering Corp.,
164 F.2d 316 , 318 (3d Cir.1947), cert. denied, 332 U.S. 847 , 68 S.Ct. 351, 92 L.Ed.
417 (1948); In re International Services, Inc., 25 B.R. 66 , 70-71 (Bankr.D.Conn.
1982); and In re Foster, 19 B.R. 28 , 29 (Bankr.E.D.Pa.1982).

Reference may also made to Bankruptcy Rule (hereinafter referred to as "B.R.") 2002

1 to ascertain whether notice as was appropriate in the particular circumstances was
 2 given, as B.R. 2002 governs, inter alia, the amount of notice, the content of the
 3 notice, and the proper recipient or addressees of notice of a proposed use, sale, or
 lease of property other than in the ordinary course of business. Particularly pertinent
 is subsection (g) of B.R. 2002, which provides as follows:

4 (g) Addresses of notices. All notices required to be mailed under this rule to a
 5 creditor, equity holder, or indenture trustee shall be addressed as he or his
 6 authorized agent may direct in a request filed with the court, otherwise, to
 the address shown in the list of creditors or the schedule whichever is filed
 later, but if a different address is stated in a proof claim duly filed, that
 address shall be used (emphasis added).

7
 8 [73 B.R. 620]

9 It is undisputed that Notice to Shrager was sent care of the Dilworth firm.
 10 However, Entry No. 27 of the Claims Docket on file in the Clerk's Office reflects that
 on January 9, 1986, Shrager filed a proof of claim in the amount of \$28,710.00 in
 which he stated the following address:

11 Louis Shrager & Sons P.O. Box 689 Bala-Cynwyd, PA 19004

12 Since the original Motion for Leave to Sell the Property was not filed until
 13 January 28, 1986, by the Debtor, it is evident to us that the notice required under §
 363(b)(1) and B.R. 2002 should have been sent to the address stated in his proof of
 14 claim. We are further persuaded that the Trustee's argument that it is the creditor's
 responsibility to keep the Court advised of its current address is well-met by
 considering the address on the proof of claim filed on January 9, 1986.

15 Furthermore, as Shrager contends, elementary principles of due process of law
 16 require that it receive notice before it may be deprived of its interest in the Debtor's
 17 property. Shrager cites to a dated, but nevertheless apparently viable case, for the
 principle that a bankruptcy sale affecting its interests without notice would be violative
 of due process. *Ray v. Norseworthy*, 90 U.S. (23 Wall.) 128, 23 L.Ed. 116 (1874).
 18 See also *Mullane v. Central Hanover Trust Co.*, 339 U.S. 306, 314, 70 S.Ct. 652,
 657, 94 L.Ed. 865 (1950); and *In re Clark*, 69 B.R. 885, 892 (Bankr.E.D.Pa.1987).

19 In re: Fernwood Markets (1987) 73 B.R. 616

20 **SALE MUST BE CONDUCTED IN GOOD FAITH**

21 The same 9th Circuit case discussed the Attorney's Fiduciary Duties in a Chapter 11
 22 Debtor in Possession case, as this case was originally filed. The Trustee now steps in the
 23 shoes of the Chapter 11, now 7 Trustee Jeri Coppa-Knudson, so her attorney Mr. Hartman is
 24 bound by those same FIDUCIARY DUTIES as follows:

25 **FIDUCIARY DUTIES OF CHAPTER 11 DEBTOR'S ATTORNEY**

26 In a Chapter 11 proceeding, the attorney for debtor in possession, as an officer of the
 27 court charged to perform duties in the administration of the case, has a high fiduciary
 duty to the estate represented.

28 Matter of Evangeline Refining Co., 890 F.2d 1312, 1323 (5th Cir.1989) ; Matter of

1 Consol. Bancshares, 785 F.2d 1249, 1255 (5th Cir.1986) ; In re Doors and More,
 2 Inc., 126 B.R. 43, 45 (Bankr. E.D.Mich.1991), citing In re Bohack Corp., 607 F.2d
 258, 264 (2nd Cir.1979) ; In re Consupak, Inc., 87 B.R. 529, 548-49
 3 (Bankr.N.D.Ill.1988) ; In re Grabill Corp., 113 B.R. 966 (Bankr.N.D.Ill.1990) ; In re
 Coastal Equities, Inc., 39 B.R. 304, 309 (Bankr.S.D.Cal.1984) . Moreover, counsel for
 4 a corporate Chapter 11 debtor in possession owes a fiduciary duty to the corporate
 entity estate — the client—and represents its interests, not those of the entity's
 5 principals. In re Grabill Corp., supra, 970 ; citing In re Overmeyer Telecasting Co., 23
 B.R. 823, 931 (Bankr.N.D.Ohio 1982), aff'd, 750 F.2d 31 (6th Cir.1984); and others
 6 omitted; In re WPMK, Inc. 42 B.R. 157 (Bankr.Hawaii 1984) . And certainly, the
 attorney is obligated to act not in his or her own best interest, but in the best interest
 7 of all the creditors. In re Doors and More, Inc., at 45 , citing Commodity Futures
 Trading Comm'n. v. Weintraub, 471 U.S. 343, 105 S.Ct. 1986, 1194, 85 L.Ed.2d 372
 8 (1985), and others omitted.

9 An attorney's "client" is the person or entity on whose behalf the lawyer acts. In
 certain proceedings an attorney may have more than one client, and where this is so,
 they owe duties of loyalty to all the interests represented. The duty of loyalty includes
 10 a duty of candor — candor to all the interests represented. "A lawyer like a trustee is
 bound to higher standards than the morals of the marketplace." MGIC Indemnity
 11 Corporation v. Weisman, 803 F.2d 500, 504 (9th Cir.1986) . "Professional ethics
 requires of a lawyer a decent sense of responsibility to all those he [or she] serves."
 12 Id, at 504.

13 Because the attorney for debtor in possession is a fiduciary of the estate and an
 officer of the Court, the duty to advise the client goes beyond responding the client's
 14 requests for advice. It requires an active concern for the interests of the estate, and
 its beneficiaries, the unsecured creditors. Consequently, the attorney may not simply
 15 close his or her eyes to matters having a legal and practical consequence for the
 estate — especially where the consequences may have an adverse effect. The
 16 attorney has the duty to remind the debtor in possession, and its principals, of its
 duties under the Code, and to assist the debtor in fulfilling those duties. See In re
 17 Consupak, Inc., 87 B.R. 529, 548-551 (Bankr.N.D.Ill.1988) ; In re Sowers, 97 B.R.
 480, 488 (Bankr.N.D.Ind.1989) . What's more, counsel has a duty to assist and
 18 advise debtor respecting the fulfilling of the requirements of the Office of the United
 States Trustee; unwillingness to do so disqualifies the attorney's representation of
 19 debtor. In re Plaza Hotel Corp., 111 B.R. 882, 891 (Bankr.E.D.Cal.1990) .

20 An attorney retained by the trustee, or debtor in possession, who assists with the
 collection of the assets of the estate, must abide by the highest professional
 21 standards. "Not honesty alone, but the punctilio of an honor the most sensitive, is the
 standard of behavior." In re Thompson, 54 B.R. 311, 315 (Bankr. N.D.Ohio 1985),
 22 quoting Judge Cardozo in Meinhard v. Salmon, 249 N.Y. 458, 464, 164 N.E. 545, 546
 (1928)

23 An attorney's duty goes beyond not merely putting false evidence before the court;
 24 the duty is greater — the lawyer has a duty to not make misrepresentations to the
 court. In re Disciplinary Action Curl, 803 F.2d 1004, 1005-06 (9th Cir.1986) . For
 25 disciplinary purposes in the Ninth Circuit, where an attorney has misrepresented the
 record on appeal to the Court, no finding of intentionally wrongful conduct is required
 26 to impose a sanction; a finding of a lack of diligence by the attorney is sufficient. 841
 *841 DCD Programs, Ltd. v. Leighton, 846 F.2d 526 (9th Cir.1988)

27 ATTORNEY'S DUTY OF GOOD FAITH FILINGS

1 All attorneys before the federal court, including those representing the estate of a
 2 debtor in possession, have duties under F.R.C.P. 11 (incorporated into the
 3 Bankruptcy Code as Federal Rules of Bankruptcy Procedure Rule 9011). The Rule
 4 provides, among other things, that the signature of an attorney on a petition, pleading
 5 or motion constitutes a certificate that to the best of the attorney knowledge,
 6 information or belief "formed after reasonable inquiry", the content of the document is
 7 "well grounded in fact and is warranted by existing law. . . ." The "well grounded in
 8 fact" requirement demands, at least, that the attorney not accept the client's (or the
 9 client's principal's) version of certain facts "on faith", but at a minimum the attorney
 10 has a duty to probe the client carefully for the facts before they are included in any
 11 document signed by the attorney or in any other way presented to the Court. See
 12 *Fleming Sales Co. v. Bailey*, 611 F.S. 507, 519 (D.C.Ill.1985) .

13 **CHAPTER 11 DEBTOR'S ATTORNEY'S DUTY RE: PROPOSED SALE OF ASSETS**

14 Under § 363(b), the debtor in possession may sell property of the estate, other
 15 than in the ordinary course of business, only after notice and hearing. In any sale of
 16 estate assets, the ultimate purpose is to obtain the highest price for the property sold.
 17 *Matter of Chung King, Inc.*, 753 F.2d 547 (7th Cir.1985) ; *In re Alpha Industries, Inc.*,
 18 84 B.R. 703, 705 (Bankr. Mont.1988) ; 2 *Collier on Bankruptcy*, 15th ed. ¶ 363.03[1].

19 Under what circumstances should the debtor in possession be allowed to sale of all
 20 or virtually all of the estates property prior to the confirmation of debtor's plan? This
 21 was the fundamental question raised and discussed in *In re Lionel Corporation*, 722
 22 F.2d 1063 (2nd Cir.1983) . *Lionel*, stands for the notion, at least, that § 363(b) does
 23 not grant the bankruptcy judge carte blanche to approve any sale proposed by the
 24 debtor, but requires that "reasons be given for whatever determination is made", *Id.*
 25 at 1069, i.e. "[T]here must be some articulated business justification — before the
 26 bankruptcy judge may order such disposition." *Id.* at 1070. The "notice and hearing"
 27 safeguard of § 363(b) would be meaningless if the court were not required to
 28 articulate some reasons why the sale is in the best interest of the estate.

Of course, the court and the creditors can only make an "articulated business"
 judgment regarding the prudence of the sale where there has been a full disclosure
 of the details of the proposed sale by its proponent. "The key to the reorganization
 Chapter . . . is disclosure. . . ." *Id.* at 1070. The essential purpose served by
 disclosure is to ensure that parties in interest are not left entirely at the mercy of the
 debtor and others having special influence over debtor.

A sale of substantially all of debtor's property outside the ordinary course of business,
 and without a Chapter 11 disclosure statement and plan, must be closely scrutinized.
In re Channel One Communications, Inc. 117 B.R. 493 (Bankr.E.D.Mo.1990) . In
 proposing any such sale, the debtor has the burden of demonstrating that it is in the
 best interests of the estate. *Lionel*, at 1071; *Channel One*, at 496.

In approving any sale outside the ordinary course of business, the court must not only
 articulate a sufficient business reason for the sale, it must further find it is in the best
 interest of the estate, i.e. it is fair and reasonable, that it has been given adequate
 marketing, that it has been negotiated and proposed in good faith, that the purchaser
 is proceeding in good faith, and that it is an "arms-length" transaction. *Matter of*
Phoenix Steel Corp., 82 B.R. 334, 335-36 (Bankr.Del.1987) ; *In re Alpha Industries,*
Inc., 84 B.R. 703, 705-06 (Bankr.Mont.1988) ; *In re Alves*, 52 B.R. 353
 (Bankr.R.I.1985) ; *In re Delaware & Hudson Railway Co.*, 124 B.R. 169, 176-77
 (D.Del.1991) ; *In re Planned Systems, Inc.* 82 B.R. 919, 923 (Bankr.S.D.Ohio 1988)

1 It is the proponents duty to produce evidence probative of these issues.

2 "Good faith" encompasses fair value, and further speaks to the integrity of the
3 transaction. Typical "bad faith" or misconduct, would include collusion between the
4 seller and buyer, or any attempt to take unfair advantage of other potential
5 purchasers. Alpha Industries, at 706. And, with respect to making such
6 determinations, the court and creditors must be provided with sufficient information to
7 allow them to take a position on the proposed sale.

8 In re Structurlite Plastics Corp., 91 B.R. 813 (Bankr.S.D.Ohio 1988) .

9 Finally, the court must determine that the debtor in possession has given all
10 interested parties adequate and reasonable notice regarding the sale.

11 In re Delaware & Hudson Railway Co., 124 B.R. at 176 .

12 In re: 240 North Brand Partners

13 Failure to provide the notice required by that rule is grounds for setting aside a
14 bankruptcy sale in appropriate circumstances.

15 [A] sale without a required Rule [2002(a)(2)] notice may be set aside."

16 McTigue v. American Sav. & Loan Assoc. Of Florida 564 F.2d 677, 679 (5th Cir. 1977) .

17 According to the Bankruptcy Court for the Western District of Arkansas:

18 "The most common remedy, where adequate notice of sale has not been given, is to
19 set the sale aside or to treat it as voidable, typically at the option of the person who
20 failed to receive notice."

21 Walker v. Lee (In re Rounds), 229 B.R. 758, 765 (Bankr. W.D. Ark. 1999).

22 This view is corroborated by the Bankruptcy Court for the Eastern District of Pennsylvania
23 that stated:

24 "Ample authority exists for the principle that sales within the scope of § 363(b)(1), of
25 which no proper notice was provided, may be set aside."

26 Esposito v. Title Ins. Co. of Pa. (In re Fernwood Markets), 73 B.R. 616, 619 (Bankr.
27 E.D. Pa. 1987).

28 "The lack of notice [to creditors] prior to the private sale coupled with an inadequate
purchase price justifies setting aside the Agreed Order and reopening the bidding
process."

In re Donohue, 410 B.R. 311, 316 (Bankr. D. Kan. 2009).

"Failure to send notice to the most recent address of record violates due process and
results in a sale voidable at the option of the creditor."

In re F.A. Potts & Co., Inc., 86 B.R. 853, 859 (Bankr. E.D. Pa. 1988).

A case that came before the Bankruptcy Court for the Northern District of New York noting
the failure to comply with the procedure required by Rule 6004 that requires notice pursuant to

1 Rule 2002(a)(2) stated:

2 "The sale, having failed to comply with the procedure required by Rule 6004, Federal
3 Rules of Bankruptcy Procedure [requiring notice pursuant to Rule 2002(a)(2)], is
hereby set aside, effective when the sale proceeds are returned to the buyer."

4 In re Langlands, 385 B.R. 32, 35 (Bankr. N.D.N.Y. 2008).

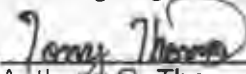
5 "[Debtor-in-possession's] failure to comply with 11 U.S.C. § 363(b) forms an
6 independent basis for voiding the entire Agreement [to sell all of the stock of the
debtor corporation]."

7 Command Performance Operators, Inc. v. First Intern. Services Corp. (In re First Intern.
8 Services Corp.), 25 B.R.66, 71 (Bankr. Conn. 1982).

9 See also Cedar Tide Corp. v. Chandler's Cove Inn, Ltd. (In re Cedar Tide Corp.), 859
10 F.2d 1127 (2nd Cir. 1988)(bankruptcy court did not err in nullifying
debtor-in-possession's post-petition transfer of substantially all of its assets without
11 notice and a hearing as required by section 363(b)(1)); M.R.R. Traders, Inc. v. Cave
Atlantique, Inc., 788 F.2d 816 (1st Cir. 1986)(bankruptcy sale properly set aside
12 where creditor's attorney was not provided notice of sale pursuant to Fed. R. Bankr.
P. 2002(a)(2) and creditor offered to pay more for item sold than original purchaser);
13 Wolverton v. Shell Oil Co., 442 F.2d 666 (9th Cir. 1971)(sale to bankrupt properly set
aside where creditors were not provided requisite notice of the sale); Mason v.
14 Ashback, 383 F.2d 779 (10th Cir. 1967)(where creditors were not provided notice of
trustee's sale, sale should be set aside); Hunt, Ortmann, Blasco, Palffy & Rossell,
15 Inc. v. Jim L. Shetakis Distributing Co. (In re Jim L. Shetakis Distributing Co.), 415
B.R. 791 (D. Nev. 2009)(sale outside ordinary course without notice to creditor may
16 be set aside pursuant to 11 U.S.C. § 549 as unauthorized post-petition transfer of
estate property).

17 I declare under penalty of perjury of the laws of the State of California, the State of
18 Nevada and the United States that the foregoing is true and correct.

19 Dated: 3-8-2019


20 Anthony G. Thomas
21 Debtor In Propria Persona
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23
24
25
26
27
28

1 Anthony G. Thomas
7725 Peavine Peak Court
2 Reno, NV 89523
Tel: (408) 640-2795
3 E-mail: atemerald2@gmail.com

4 Debtor In Propria Persona

5 **UNITED STATES BANKRUPTCY COURT**

6 **DISTRICT OF NEVADA - RENO**

7 IN RE:) Case No. BK-N-14-50333-BTB
8 ANTHONY THOMAS and) Case No. BK-N-14-50331-BTB
) (Jointly Administered)
9 WENDI THOMAS) CHAPTER 7
10 AT EMERALD, LLC)
11 Debtors.) DECLARATION OF PAUL. S. MULA IN
12) SUPPORT OF OPPOSITION TO PAY
13) AUCTIONEER STREMMEL AUCTIONEERS
14) FOR FRAUD UPON THE COURT
15)
16) Date: March 22nd 2018
17) Time: 3:00 pm
18) Dept. 2
19) Judge: Hon. Bruce T. Beesley
20)

21 I Paul S. Mula Jr. declare:

22 1. I am submitting this declaration in support of Anthony Thomas's Opposition to
23 payment to Stremmel Auctions based upon fraud upon the Court. I am willing to testify to the
24 below facts if necessary.

25 2. On October 16th 2018, I telephoned and spoke to Mr. Steve Stremmel of
26 Stremmel Auctions in Reno, NV, to inquire about the sale of the Thomas Emerald. I was told
27 by Mr. Steve Stremmel:

28 + "You can wipe your ass with the appraisals"

+ "The appraisals are cartoons"

+ "This is a huge huge huge opportunity I mean like geometric with zeroes on the
end. There is so much hair on it. Somebody who knows what they're doing
which is not us."

+ "I don't care what it sells for"

1 8. The second attachment to the E-mail sent by steve@stremmelauctions.com to
2 myself on 10-23-2018 attached hereto as Exhibit 1-2 is entitled "Emerald Report" by Ringsrud
3 Gemology dated 5-24-2005. The header information indicates that this document was filed as
4 Docket Entry (DE 270-2) in the U.S. Bankruptcy Court - Reno, NV in on 6-10-2015 as pages 2
5 of 3 and 3 of 3.

6 9. Attached as Exhibit 2, and incorporated herein by reference is a true and correct
7 copy of an E-mail sent by sstremmel@aol.com on 10-23-2018 at 3:25 pm consisting of an e-
8 mail from sstremmel@me.com to Hudson Stremmel (h_stremmel@hotmail.com) on 8-22-2017
9 and consists of links on the internet of: 1. a link to the National Geographic Channel video
10 documentary entitled "The Bahia Emerald Story - Explorer Video". 2. A link to an article in the
11 Los Angeles Times dated 6-25-2015 entitled "Federal Judge halts release of massive Brazilian
12 emerald". 3. A forwarded e-mail from Steve Stremmel to Hudson Stremmel dated 8-21-2017
13 consisting of forwarded e-mail from Peter Stremmel to Steve Stremmel re: Nan Summerfield.
14 The E-mail references the Doyle auction house and was sent by Peter Stremmel of Stremmel
15 Gallery located in downtown Reno, who identifies himself as the brother of Steve Stremmel.

16 10. Attached as a PDF attachment to the above-referenced chain of e-mails
17 identified in Exhibit 2 and attached hereto as Exhibit 2-1 is a true and correct copy of the
18 Bankruptcy Court's Order to Employ Auctioneer, a 2 page document filed on 10-18-2017 as
19 Docket Entry (DE-348).

20 11. Attached to this Declaration as Exhibit 3 and incorporated herein by reference is
21 a 2 page document consisting of a true and correct copy of an E-mail from sstremmel@aol.com
22 (Steve Stremmel) dated 10-23-2018 sent to me at 3:22 p.m. consisting of a forwarded e-mail
23 from Steve Stremmel to the Trustee Jeri Coppa-Knudson, with 17 attachments of Emerald
24 photographs taken by AG (asagilmore.com).

25 12. Attached as a PDF attachment to the e-mail referenced in paragraph 11 above,
26 and attached hereto as Exhibit 3-1 is a true and correct copy of a \$200 invoice from AG to
27 Stremmel auctions.

28 13. Attached hereto as Exhibit 4 is a true and correct copy of an e-mail that was sent

1 18. I also reviewed the 50 pages of documents that were produced by Steve
2 Stremmel in response to a subpoena for production of documents, and his documents support
3 my declaration fully in that he only submitted \$200 in receipts, and that he didn't notify anybody
4 about the date of the auction.

5 19. On 10-26-2018, I had another telephone call with Mr. Steve Stremmel where I
6 informed Mr. Stremmel that I believed that Mr. Thomas paid \$20K for the Emerald. Mr.
7 Stremmel was very pleased and stated that

8 "I'm trying to build a case when you buy it for \$830." "I can say that this slob only paid
9 \$20,000 for it". He told me that "I love it when you say this". Mr. Stremmel told me: "I want to
10 see you steal this thing". He told me: "Your bid is going to be next to nothing which is going to
11 be more than fair" and that "we've got a 60 lb door stop for you".

12 20. On 10-29-2018 I had a further telephone call with Mr. Stremmel where he stated:

13 "I want to be honest with you Paul, You are the only one I talked to about this".
14 He told me that the Judge always sides with the Trustee and that "it's a really
cool stone".

15 21. I believe that the conduct of Mr. Steve Stremmel in disparaging the emerald so
16 that it could then be sold at a low price constitutes collusion and fraud in the auction process
17 and the declaration of Hudson Stremmel constitutes fraud upon the Court that I consider to be
18 abhorrent and despicable behavior that should disqualify Stremmel Auctions from profiting off of
19 his 40 year relationship with the U.S. Bankruptcy Trustee.

20 I declare under penalty of perjury of the laws of the State of California, the State of
21 Nevada and the United States that the foregoing is true and correct.

22
23 Dated: February 25th 2019.


Paul S. Mula
(949) 836-8229
pmula@techmasters.tech

From: **Paul Mula** <pmula@techmasters.tech>
Date: Tue, Oct 23, 2018 at 11:47 AM
Subject: Emerald specimen
To: **steve@stremmelauctions.com** <steve@stremmelauctions.com>

Steve,

I was a pleasure to speak with you, I look forward to inspecting the specimen and making a reasonable offer.

Please send me a copy of the appraisals, I will review them and get back to you ASAP.

If you need to reach me, my cell phone number is 949-836-8229

Best,

Paul

From: **Steve Stremmel** <steve@stremmelauctions.com>
Date: Tue, Oct 23, 2018 at 3:19 PM
Subject: Re: Emerald specimen
To: Paul Mula <pmula@techmasters.tech>

> On Oct 23, 2018, at 11:47 AM, Paul Mula <pmula@techmasters.tech> wrote:
>
> Steve,
>
> I was a pleasure to speak with you, I look forward to inspecting the specimen and making a reasonable offer.
>
> Please send me a copy of the appraisals, I will review them and get back to you ASAP.
>
> If you need to reach me, my cell phone number is 949-836-8229
>
> Best,
>
> Paul

----- Forwarded message -----

From: Steve Stremmel <sstremmel@aol.com>
To: info@leewasson.com
Cc:
Bcc:
Date: Mon, 30 Oct 2017 14:14:33 -0700
Subject: Bankruptcy emerald

>

Thanks for your time
Steve Stremmel
Stremmel Auctions
775-787-7000

3 attachments



specimen #1.pdf
1282K



specimen #2 (1).pdf
804K



Bankruptcy emerald.eml
2855K

CONFIDENTIAL
Date: 11/6/2014

Prepared For: Joe Wendt
5441 Kietze Lane
2nd Floor
Reno, NV 89511

Emerald Crystal in Matrix

One mineral specimen consisting of one doubly terminated, re-healed beryl/emerald crystal embedded in matrix. The matrix is typical of that from Bahia, Brazil. The morphology and association is also typical of that from Bahia, Brazil. The specimen measures approximately 32 CM (L) x 6.6 CM (W) x 6 CM (D). There is a broken section of beryl/emerald crystal located near the end of the large crystal and embedded in matrix of similar quality measuring approximately 47.06 MM (L) x 56.58 MM (W). The termination of the crystals are not fully visible due to the positioning within the matrix.

In addition to the two large crystals described above, there are multiple smaller white beryl crystals also embedded in the matrix. This combination of crystals is typical of Bahia, Brazil. (See attached excerpt from *Emerald and Other Beryls* by John Sinkankas).

Emerald Crystal in Matrix Attributes

Main Mineral Species/Variety: Beryl/Emerald Embedded in Matrix
Secondary Minerals: Beryl/Colorless

Shape:

- Crystal Habit Hexagonal
- Finish Good
- Matrix Biotite Schist
- Damage None
- Termination Typical flat with sharp edges
- Shape Type Elongated with good crystal faces

Source:

- Mine Unknown
- Country Brazil
- State Bahia

Size:

- Length 32 CM (approx.)
- Width 6.6 CM (approx.)
- Depth 6.6 CM (approx.)

CONFIDENTIAL**Exhibit 1-1**

CONFIDENTIAL

Color:

- Hue Bluish Green (no apparent dye)
- Tone Dark (7)
- Saturation Slightly Grayish (2)

Clarity:

- Transparency Semi-translucent to opaque
- Clarity Declassified

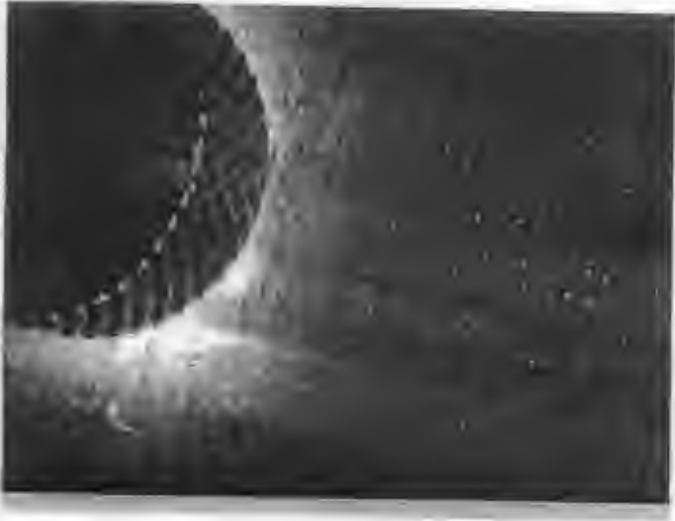
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Photographs

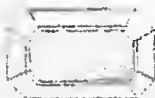


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CONFIDENTIAL



CONFIDENTIAL



Ringsrud Gemology

408 741 9077 FAX 408 741 9082
Box 128, Saratoga, California USA

Emerald Report

This report is based on the color nomenclature guidelines of the Colored Stone Grading System of the Gemological Institute of America (G.I.A.). Other technical guidelines followed are those of the AGTA (American Gem Trade Association).

This laboratory judges emeralds to current industry standards of quality. The detailed description below is a final description using current nomenclature. Any deviation from the quality standards of the colored gemstone industry will be disclosed in the "comments" section. Further information and disclosures are on the reverse of this page.



Emerald Mineral Specimen: Hexagonal emerald crystal with two of its faces polished to show color. The emerald is approximately 25.9 cm long. The color is a dark tone of a medium saturation, very slightly yellowish-Green and is semi-transparent. This color is considered to be typical of emeralds from Brazilian localities. The presence of three small zones of mica shist positively identify the emerald as being a natural Brazilian emerald. The color is unenhanced and native.

Measurements: The emerald is approximately 25.9 cm long. The base is approximately 12 x 7 cm in size. Near the base are two secondary emerald crystals approximately 6 x 9 x 2.5cm. The last 8 cm of the other end of the crystal tapers from approx. 12 down to 3 cm. Weight is estimated to be approx. 20,385 carats or 4077 grams.

Conclusion: This measurement places this emerald specimen as one of the largest in the world. The size, along with the classic rich Brazilian color, makes this specimen extremely rare with comparative valuation from \$100 per carat and higher. It would serve as the central focus of any important mineral collection.

The items described above have been examined gemologically. The information recorded on this document represents our interpretation of results obtained from the use of gemological instruments as well as grading techniques based on the Color Grading System of the Gemological Institute of America. Weights and measurements are approximate. Document not valid without authorized signature.

Date: May 24 2005

Signature

Legal Limitations

There are no limitations; the simple philosophy of direct communication and trust between client and purveyor has the immediate effect of negating the need for long legal limitations in small print. Ringsrud Gemology adheres to that philosophy and we stand behind our work.

Emerald Information

Small microscopic fissures are common to emerald due to their crystal nature and current mining methods. Since this is normal for almost all emeralds, small fissures are considered insignificant unless they affect the clarity grade or unless they appear on the surface of more than 20% of the facets of the stone. 20% is 9 or more facets in most emerald cuts (which usually have 41 facets).

In the processing that takes place during cutting and polishing, emerald fissures that reach the surface (if any) are masked with a colorless oil to reduce the visibility of those fissures. This simple and low-tech process is accepted by the gem industry and is called clarity enhancement which may be slight, moderate or significant. Most emeralds currently available in the trade are 'slight' or 'moderate'.

The final customer of this stone should note that the above mentioned enhancement affects clarity only. Emerald color is unenhanced and remains natural.

Every gemstone is unique - with its own series of internal and external characteristics. Fissures are counted and their location is taken into account. Cutting is judged and color concentrations are analyzed. The skilled grader takes into consideration the nature, location, and number of these characteristics to assign each stone its clarity grade and degree of enhancement. Color analysis is done by judging color observed through the crown of the stone under controlled lighting conditions.

Connoisseurship Disclosure

This report is limited, as are all certificates and reports, to objective criteria only. It is only meant to validate the genuineness and quality of the gemstone tested. The allure, timelessness, uniqueness, wholeness, and fineness of a gemstone are out of place on a scientific report and can only be experienced in quiet moments of simple undistracted visual appreciation of the stone. The purpose of the conclusions on the other side of this report is to attest to the genuineness and soundness of the stone, thereby putting the intellect at rest. When viewing the stone with a quiet intellect, a condition is created which allows the mind, heart and senses to deeply enjoy the wholeness and allure of the piece. This is the true definition of connoisseurship. A gem report or certificate is only the first small step towards that; this disclosure seeks to define this limitation.

True connoisseurship of a gem involves not only the intellect but also the heart (or in modern language: not only the left but also the right brain hemispheres); not only the objective but also the subjective. With critical objectivity taken care of by the report, the wholeness of the mind is free to identify with the wholeness of the gem. The definition of allure and wholeness, rather than sought in a dictionary, can be effortlessly experienced by gazing into a fine gem.

From: Steve Stremmel <sstremmel@doyle.com>
Date: Tue, Oct 23, 2018 at 3:25 PM
Subject: Fwd: Nan Summerfield, SVP/Director, California Operations | Doyle Auction House
To: Paul Mula <pmula@techmasters.tech>

Begin forwarded message:

From: STEVE STREMMEL <sstremmel@doyle.com>
Subject: Re: Nan Summerfield, SVP/Director, California Operations | Doyle Auction House
Date: August 22, 2017 at 1:41:28 AM PDT
To: hudson stremmel <h_stremmel@hotmail.com>

<http://www.wired.com/2017/03/curse-bahia-emerald-giant-green-rock-wrecks-1000-year-old-ship/>

On Aug 21, 2017, at 10:44 PM, hudson stremmel <h_stremmel@hotmail.com> wrote:

<http://channel.nationalgeographic.com/explorer/videos/the-bahia-emerald-story/>



The Bahia Emerald Story - Explorer Video - National Geographic Channel

channel.nationalgeographic.com

When a mine in Brazil uncovers one of the biggest emeralds in the world, the stone begins a mysterious ten year journey.

<http://www.latimes.com/local/lanow/la-me-ln-brazilian-bahia-emerald-20150625-story.html>



Federal judge halts release of massive Brazilian emerald ...

www.latimes.com

The more than six-year legal battle over the Bahia Emerald seemed to have reached a conclusion last month, when a Los Angeles judge finally determined ...

From: STEVE STREMMEL <sstremmel@doyle.com>
Sent: August 21, 2017 7:35:35 PM
To: hudson stremmel
Subject: Fwd: Nan Summerfield, SVP/Director, California Operations | Doyle Auction House

Begin forwarded message:

From: Peter Stremmel <sstremmel@doyle.com>
Subject: Nan Summerfield, SVP/Director, California Operations | Doyle Auction House
Date: August 21, 2017 at 1:40:41 PM PDT
To: STEVE STREMMEL <sstremmel@doyle.com>

Call Nan up and tell her you're my brother — we're good friends

<mailto:nanos@doyle.com>

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<logo-header.png> FEATURED STORY

Browse

<15LA02-Lot3341-Tiffany-Moonstone-Necklace.jpeg>

Titans of Tiffany

Nan Summerfield profiles three turn-of-the-century jewelers and the profound effect they had on American jewelry design.

Read More

<Tony-Duquette-Jan-2017.jpeg>

Tony Duquette: More is More

Nan Summerfield profiles the legendary American designer and the exquisite jewelry he created.

Read More

SPECIALIST

Nan Summerfield

SVP/Director, California Operations | Jewelry

<nan-summerfield.jpeg>

310-276-6616
DoyleLA@Doyle.com

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Nan Summerfield joined Doyle New York as Director of the California office in Beverly Hills in 2014. Ms. Summerfield, a GIA Graduate Gemologist, auction business for thirty-eight years.

Nan began her career at the Gemological Institute of America in New York as a Staff Gemologist in the GIA Laboratory and later as an Instructor in spending thirteen years as a Vice President in the Jewelry Department at Sotheby's, first in New York, then in Los Angeles. Nan continued to develop auctions in Beverly Hills for eight years. For twenty years before joining Doyle, she owned Summerfield's, a successful firm in Beverly Hills that specialized in estate jewelry.

CURRENT & UPCOMING AUCTIONS

<17LA02-Taylor-Coral-Necklace.jpeg>

UPCOMING AUCTION

Fine Jewelry - Beverly Hills

Mon, Nov 13, 2017 at 10am PST | Beverly Hills / California

Exhibition dates: Nov 11-Nov 12

Add to Calendar

Sale Info

Sell in this Category

<logo-footer.png>

nyc.doyle.com

212-427-2730

175 East 87th Street

New York, NY 10128

<doyle-footerlogo-hayloft.png>

<doyle-footerlogo-bhhs.png>

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Bidding Methods

Buyer's Premium

Bidding Increments

Payment Methods

Storage Fees

Shipping

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STREMMEL GALLERY


1400 SOUTH VIRGINIA STREET

RENO, NEVADA 89502

T: 775.786.0558 F: 775.786.0311

WWW.STREMMELGALLERY.COM

From: **Steve Stremmel** <sstremmel@aol.com>
Date: Tue, Oct 23, 2018 at 3:27 PM
Subject: Fwd: Order to employ - At Emerald, Thomas
To: Paul Mula <pmula@techmasters.tech>

 **order on application to employ [1].pdf**
329K

Bruce T. Beesley
Honorable Bruce T. Beesley
United States Bankruptcy Judge



Entered on Docket
October 18, 2017

JERI COPPA-KNUDSON, Trustee
3495 LAKESIDE DRIVE, PMB #62
RENO, NV. 89509-4841
(775) 329-1528
renobktrustee@gmail.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

IN RE:

ANTHONY THOMAS and
WENDI THOMAS,

AT EMERALD, LLC

CASE NO. BK-N-14-50333-BTB

CASE NO. BK-N-14-50331-BTB
(Jointly Administered)

CHAPTER 7

**ORDER TO EMPLOY
AUCTIONEER**

Debtors.

The court having considered the Trustee's Ex Parte Application to Employ Auctioneer (the "Application") and the Verified Statement of Steve Stremmel, of Stremmel Auctions, Inc., in support of Trustee's Ex Parte Application to Employ Auctioneer, (the "Verified Statement"), the court finds that Stremmel Auctions, Inc. does not hold or represent any interest adverse to the estate is a disinterested person within the meaning of 11 U.S.C. Section 101, and that the Office of the United States Trustee has reviewed and approved the application.

Good cause appearing.

IT IS HEREBY ORDERED that employment of Stremmel Auctions, Inc., as auctioneer for the estate is **APPROVED**,

1
2
3 **IT IS FURTHER ORDERED** that the auctioneer's commission shall be based on a
4 graduated percentage of the total sale of assets, plus approved expenses, subject, however, to
5 approval by this court after notice and hearing, of all compensation and reimbursement requested.

6 Submitted by:

7 /s/ Jeri Coppa-Knudson
8 Jeri Coppa-Knudson, Trustee

















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From: Steve Stremmel <stremmel@aol.com>
 Date: Tue, Oct 23, 2018 at 3:22 PM
 Subject: Fwd: Emerald
 To: Paul Mula <pmula@techmasters.tech>

Begin forwarded message:

From: Steve Stremmel <stremmel@aol.com>
 Subject: Fwd: Emerald
 Date: August 28, 2018 at 12:04:51 PM PDT
 To: COPPA-KNUDSON JERI <jeri.knudson@gmail.com>

Emerald Photographs

 StremmelAuction-Emerald20180308-0001.jpg
 StremmelAuction-Emerald20180308-0002.jpg
 StremmelAuction-Emerald20180308-0003.jpg
 StremmelAuction-Emerald20180308-0004.jpg
 StremmelAuction-Emerald20180308-0005.jpg
 StremmelAuction-Emerald20180308-0006.jpg
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 StremmelAuction-Emerald20180308-0010.jpg
 StremmelAuction-Emerald20180308-0011.jpg
 StremmelAuction-Emerald20180308-0012.jpg
 StremmelAuction-Emerald20180308-0013.jpg
 StremmelAuction-Emerald20180308-0014.jpg
 StremmelAuction-Emerald20180308-0015.jpg
 StremmelAuction-Emerald20180308-0016.jpg



775.530.7151

asa@theagilmine.com

17 Attachments





Paul Mula
to me

1 Attachments



Reply Forward



Asa Gilmore, Ag LLC PO Box 21492
 7755307151 Reno, Nevada
 89515
 United States

Billed To
 Hudson Stremmel
 Stremmel Auctions

Date of Issue
 03/09/2018

Invoice Number
 05454

Amount Due (USD)
\$200.00

Due Date
 04/08/2018

Description	Rate	Qty	Line Total
Studio photography - Emerald	\$80.00	2.5	\$200.00
Subtotal			200.00
Tax			0.00
Total			200.00
Amount Paid			0.00
Amount Due (USD)			\$200.00

Terms

For full terms, please see <http://www.asagilmore.com/agterms.pdf>

From: **Steve Stremmel** <ssstremmel@aol.com>

Date: Wed, Nov 7, 2018 at 7:35 PM

Subject: emerald

To: Paul Mula <pmula@techmasters.tech>

think it may go for \$8,000 to \$10 K

From: **Steve Stremmel** <ssstremmel@aol.com>
Date: Thu, Nov 8, 2018 at 7:16 AM
Subject: Re: emerald
To: Paul Mula <pmula@techmasters.tech>

Total of 3 bidders. Go online and register, which doesn't cost anything and bid what makes sense. We have to get it approved by the court but only the successful bidders offer will be considered at court. Any chance of coming up before the 15?

Steve Stremmel



550 West Plumb Lane #406
Reno, Nevada 89509
775-787-7000
775-323-6445 fax
stremmelauctions.com

On Nov 7, 2018, at 8:57 PM, Paul Mula <pmula@techmasters.tech> wrote:

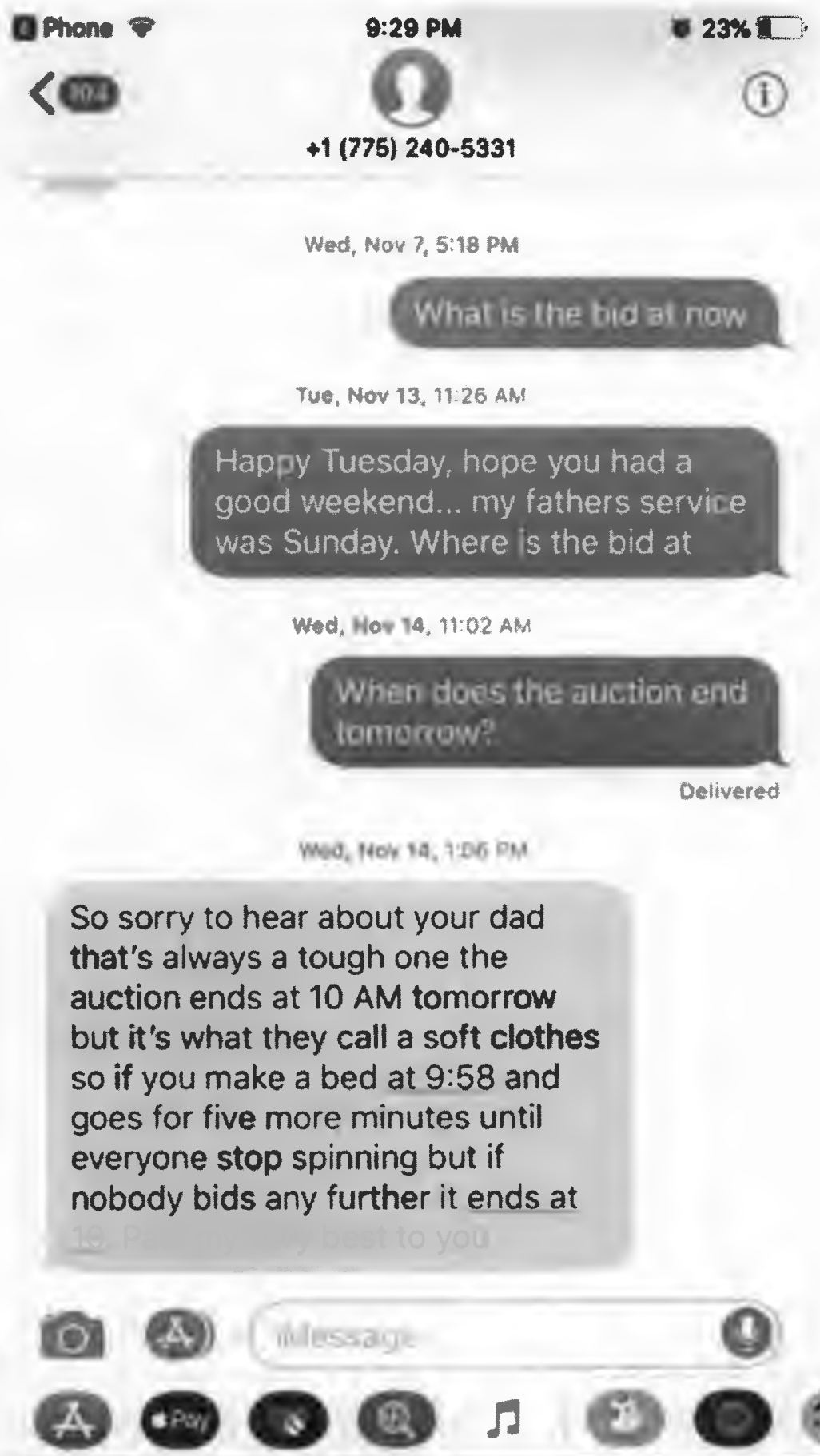
So what should I do? How many bidders....

On Wed, Nov 7, 2018 at 7:35 PM Steve Stremmel <ssstremmel@aol.com> wrote:
I think it may go for \$8,000 to \$10 K









Anthony G. Thomas
7725 Peavine Peak Court
Reno, NV 89523
Tel: (408) 640-2795
E-mail: atemerald2@gmail.com

Debtor In Propria Persona

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA - RENO

IN RE:	) Case No. BK-N-14-50333-BTB
	) Case No. BK-N-14-50331-BTB
ANTHONY THOMAS and	) (Jointly Administered)
)
WENDI THOMAS	) CHAPTER 7
)
AT EMERALD, LLC	) DECLARATION OF ANTHONY G. THOMAS IN
	) SUPPORT OF OPPOSITION TO SALE OF
Debtors.	) EMERALD FOR FRAUD UPON THE COURT
	) REQUEST FOR JUDICIAL NOTICE OF LAW &
	) FACTS [RULE 201]
)
	) Date: March 22nd 2018
	) Time: 3:00 pm
	) Dept. 2
	) Judge: Hon. Bruce T. Beesley
)

I Anthony G. Thomas declare:

1. I am submitting this declaration in support of my Opposition to the sale of the Thomas Emerald and am forced to file concurrently herewith a Motion for Judicial Notice of Law & Facts based upon the filing that I made with this Court on 12-17-2018 and in light of the fact that I have raised the issue on several occasions of the Trustee's failure to comply with Bankruptcy Code Section 363(b), Rule 6004 and Rule 2002 that govern the sale of estate assets and require notice of any proposed sale of estate assets to be served by mail upon all creditors and interested parties by the clerk of the Court 21 days prior to sale.

2. I was forced to set the hearing on 12-17-2018 due to the failure of Attorney Hartman to respond to my meet and confer letter dated 12-6-2018 where I first pointed out the failure to comply with the Notice Rules **PRIOR** to sale that the law mandates notice to be sent by the clerk of the Court to all interested parties by mail. There is no such docket entry, that I am requesting that this Court take Judicial Notice of (attached to this Declaration as Exhibit 1

1 and incorporated herein by reference is a true and correct copy of the Pacer Docket entries
2 347-469 inclusive printed on 14 pages. I was forced to set the hearing on 12-17-2018, where I
3 sought a continuance of the 1-8-2019 hearing to confirm the sale of the Emerald, due to the
4 irregularities in the sale process in violation of the 21 day notice requirements imposed by law
5 by virtue of Bankruptcy Rule 2002, as well as the fact that the only creditors that were informed
6 of the sale before the sale occurred were only Ken Tersini and Wayne Silver who are listed in
7 the Declaration of Hudson Stremmel as Emerald Experts.

8 3. Mr. Tersini is the one who by his commission of Fraud Upon the Court in the
9 underlying Santa Clara County case of Kenmark Ventures LLC v. Thomas, was the ringleader
10 in procuring a \$5 million judgment against me that is void on its' face and subject to a pending
11 Motion to Vacate in the Santa Clara County Superior Court, something that the instant filings
12 against me have made difficult to achieve while I am devoting unnecessary time and energy to
13 oppose the sale of the Thomas Emerald that is Void on its' face for failure to comply with the
14 mandatory notice requirements before sale under BK Code 363(b), and Rules 6004 and 2002
15 of the Bankruptcy Rules (attached as Exhibit 3 to my filing of 12-17-2018 for which I am
16 respectfully requesting that this Court take judicial notice of under Federal Rule of Evidence
17 201 and for which I am requesting a written order with specific findings of fact and conclusions
18 of law.

19 4. This is not the first time that Mr. Tersini has failed to comply with notice rules. In
20 the Florida Replevin action, filed in 2008 in the Circuit Court for the Twelfth Circuit Court in
21 Sarasota FL, Mr. Tersini and his attorneys filed a lawsuit without giving me any notice (See
22 Exhibit 4 to my Declaration), and made fraudulent representations to the Court that they notified
23 me when they didn't, and claimed that the emerald was worth \$500,000,000 [FIVE HUNDRED
24 MILLION DOLLARS].

25 **FAILURE OF TRUSTEE AND HARTMAN TO PROVIDE NOTICE OF SALE TO DEBTOR AND**
26 **TO OTHER CREDITORS OTHER THAN TERSINI OF KENMARK VENTURES, LLC, AND HIS**
ATTORNEY WAYNE SILVER

27 5. The sale of the Thomas Emerald is governed by Section 363(b)(1) of the U.S.
28 Bankruptcy Code, as well as the provisions of Rule 6004 that references Rule 2002 governing

1 the rules regarding Notice of Sale. These laws are attached as Exhibit 3, pp. 60-74 of 189 of
2 the filing that I made on 12-17-2018 as DE 439.0 These provisions before sale were not
3 complied with, and Attorney Hartman's claims to the contrary at the hearing of 12-17-2018
4 before this Court were false and constitute fraudulent concealment of the true facts from the
5 Court, combined with the collusive bidding where no other creditors other than Tersini and his
6 lawyer were notified of the sale prior to the sale, renders the sale to an employee and personal
7 notary of Ken Tersini as a creditor whose entire judgment is subject to being overturned for
8 being void on its' face and procured inter alia by fraud on the Court and collusion in the auction
9 process.

10 6. As referenced in paragraph 2 above, I am submitting as Exhibit 1 to my
11 Declaration, a true and correct copy of the 14 page Docket printout from pacer from 10-
12 16-2017 Docket Entry 347 Ex Parte Application to Employ Stremmel Auctions to the
13 period my request that the Court take judicial notice of the underlying facts and law that
14 establish conclusively that the purported sale by Auction to Jennifer Jodoin, personal
15 notary to Kenmark Ventures LLC and KT Properties and related companies principal Ken
16 Tersini, the very party who committed fraud on the Court to procure a judgment against
17 me falsely claiming that he extended a loan, where all the evidence shows to the
18 contrary, where not one dime was ever received by me, and where the document that Mr.
19 Tersini used to hold me liable to a non-dischargeable fraud judgment against me is
20 Exhibit 22 to the Trial Exhibits filed in this Court's Kenmark v. Thomas Adversary
21 Proceeding, a document that was sworn to where I testified in a Deposition in the
22 Kenmark matter, in the adversary matter and testified to on the stand was not sent by me,
23 and in light of new evidence in the form of a Declaration to to pay a commission and
24 expenses to auctioneer Stremmel Auctions in light of the manifest fraud and deception
25 committed by Mr. Steve Stremmel, who despite being the principal and owner of
26 Stremmel Auctions, inexplicably filed the declaration in support of the Trustee and her
27 attorney's illegal attempt to sell the Thomas Emerald without complying with the
28 mandatory notice requirements imposed on a sale of Bankruptcy Estate assets under

1 U.S. Bankruptcy Code Section 363(b), and Bankruptcy Rules 6004 and 2002 that require
2 Court approval and notice mailed by the Clerk of the Court prior to any proposed sale of
3 any property of the Estate, rules that were not complied with and the fact that there is no
4 proof of service from the Clerk of the Court on the Court docket complying with the 21
5 day notice requirements imposed by Rule 2002, makes the entire proceeding and attempt
6 to sell the Thomas Emerald to be void on its' face and must be vacated according to the
7 decisional case law of the Bankruptcy courts that have addressed other instances where
8 the proper notice rules were not complied with where the necessary outcome was to void
9 the sale for failure to comply with the statutory notice requirements.

10 7. Attached as Exhibit 2 to my Declaration is a true and correct copy of an e-
11 mail that I received from Sid Lambersky entitled "DECLARATION RE:
12 OVERSTOCK.COM NEGOTIATIONS". Mr. Lambersky states: "We stopped hearing from
13 the Trustee and decided to move on. He includes references to a paragraph 2.2
14 Expenses and 2.2.1 Expense Budget. He continues and states unequivocally in direct
15 contradiction to Mr. Hartman's representations on the record where he infers that
16 Overstock.com was asking for a large up front marketing guarantee that he states is the
17 reason why the Trustee could not continue with the Overstock.com contract due to the
18 estate being insolvent:

19 "Seth Marks and I were and are seasoned bankruptcy professionals and there is
20 NO way we were asking for \$250,000 up front. We believed we had to spend the money
21 to make the deal happen. Overstock had agreed to this." Sid then attached an
22 attachment to his E-mail which I printed and attached to Exhibit 2 which is the Agency
23 Agreement that Sid referenced on page 1 of his e-mail.

24 I understand that the Court preliminarily objected to this e-mail on the record as a
25 hearsay, so I am respectfully requesting this Court for additional time to obtain a proper
26 declaration to be filed with this court to corroborate and be legally admissible evidence
27 that I can present to this Court.

28

1 8. Obviously, a void sale cannot confer any sales commission or expense
2 reimbursement to the Auctioneer, whose document production of the attached bate
3 stamped documents attached to this Declaration as Exhibit 3 and bate-stamped as
4 STR001-STR050. These 50 pages, minus an 8 page color brochure constituted the
5 entire document production in response to the subpoena for production of documents that
6 was issued by the Clerk of this Court on 1-17-2019, for which Mr. Steve Stremmel
7 responded with the 50 page document production attached to this Declaration. For the
8 benefit of the Court, I have also prepared an index and Exhibit list of the bate-stamped 50
9 pages that were produced by Mr. Steve Stremmel in response to the Subpoena
10 consisting of 5 pages along with a cover letter that I sent to Mr. Stremmel more than once
11 by e-mail asking him to confirm that the attached 50 pages were in fact the complete set
12 of documents that he did in fact produce in response to the Subpoena. The document
13 production is wholly deficient and in contradiction to that of Hudson Stremmel submitted
14 in support of the Trustee's Application for an Order approving the attached as DE 431 (6
15 page Declaration of Hudson Stremmel filed on 11-29-2018) as well as filed Exhibit 2 to
16 my filing of 12-17-2018 as DE 439.0 as pp 46-53 of 189 pages.

17 9. The discrepancy is even more outrageous, when one considers the
18 Declaration of Paul S. Mula (filed concurrently herewith), consisting of the e-mail, text and
19 contents of the telephone calls by and between Mr. Mula and Mr. Steve Stremmel, which
20 was completely omitted from the document production made by Steve Stremmel in
21 response to the Subpoena issued on 1-17-2019. The omission of any reference to the e-
22 mail communications between Steve Stremmel and Paul Mula constitutes a perjury,
23 suppression of evidence and fraudulent concealment on the part of Mr. Steve Stremmel
24 and is grounds for filing contempt and/or perjury charges against Mr. Stremmel and
25 demonstrates the bad faith conduct of Mr. Stremmel in not spending any money (other
26 than \$200 for the taking of photographs of the emerald. Indeed the document production
27 in response to the subpoena, and the documents submitted in support of Mr. Paul Mula's
28 declaration establish that very little if no marketing was done to sell the Emerald

1 worldwide, in contradiction to the statements made in the Declaration of Hudson
2 Stremmel (DE 431, filed on 11-29-2018 in support of the Sale Motion filed by the Trustee
3 in this matter.

4 10. The serious discrepancy between what was stated and filed with this Court
5 and the response to the 1-17-2019 subpoena upon Steve Stremmel as well as the
6 Declaration of Paul S. Mula is in sharp contrast to the collusive sale of the Emerald
7 without Notice by auction between 10-30-2018 and 11-15-2018 that resulted in a sale to
8 none other than Jennifer Jodoin, personal notary to Ken Tersini, Kenmark Ventures, LLC
9 and executive insider of the Tersini group of companies, a fact that belies the hollow
10 claim that she should be granted bona-fide purchaser status rather than being a
11 scheming participant in the underlying fraud upon the Court (why weren't any of the
12 purported Thomas-Tersini documents ever notarized?), along with the fact that Jennifer
13 Jodoin's name appears on Exhibit 22 in the Kenmark adversary case trial exhibits, the
14 forged e-mail from the Norfield e-mail account that was used to send the purported
15 appraisals of the Thomas Emerald, that was used as the basis of the BK courts finding of
16 non-dischargeability due to fraud despite the fact that Thomas denied ever having sent
17 the e-mail in question (denied in the Kenmark v. Thomas Santa Clara case deposition as
18 well as denied in the trial of the Adversary Kenmark v. Thomas case in this Court) and
19 despite the fact that Thomas never had a Norfield e-mail account.

20 11. These facts were contested by me in the original Deposition in the Santa
21 Clara County Superior Court case as well as during the Adversary Trial in this case,
22 where the Court disregarded all evidence that Tersini's funds wired into the Electronic
23 Plastics LLC account were an investment and not a loan. If it is characterized as a loan,
24 then I am entitled to an \$18 million usury claim as explained in the pre-trial briefs in the
25 Kenmark v. Thomas case prior to the sell out that took place on 10-5-2011 the transcript
26 of which has been filed in this Court as an Exhibit to the adversary complaint as Exhibit 4,
27 pages 26-46 inclusive.

28 12. The Transcript (attached as Exhibit 4 to the Kenmark Adv Complaint of the

1 10-5-2011 hearing in the Santa Clara County Superior Court itself shows that the
2 Judgment is void on its' face for:

- 3 1. **Failure to comply with the Statute of Frauds (CA Civil Code**
4 **Section 1624)**
- 5 2. **Void for failure to comply with the Provisions of CCP 664.6**
6 **requiring proper voir diring by the Judge that wasn't done**
7 **here.**
- 8 3. **Attorney Abandonment by Michael Morrissey as confirmed by**
9 **the Declaration of Bob Machado in the 9th Circuit case filed on**
10 **2-12-2018, forming the basis of my current Petition before the**
11 **U.S. Supreme Court. as well as void under Olvera v. Grade and**
12 **in violation of CCP 286 among others.**
- 13 4. **Void due to attorney abandonment as evidenced by the 10-3-**
14 **2011 Faxed Letter from Morrissey to the State Bar that was**
15 **provided to this Court at the hearing of 11-2-2018 and was read**
16 **into the record where the response from the State Bar dated**
17 **10-4-2011 ordering Morrissey to appear for his State Bar Court**
18 **trial on 10-11-2011 that was read by Judge Beesley on the**
19 **record.**

20 13. It is therefore uncomprehensible that this Court seeks to sell the Thomas
21 Emerald when it was put on notice of Mr. Thomas's intent to vacate the Santa Clara
22 Judgment based upon grounds that render the Judgment against him in the Santa Clara
23 County case void on its' face.

24 14. The sale of the Emerald is also void due to the illegal and void conversion
25 order of this Court where this Court converted me from Chapter 11 to 7, pursuant to the
26 holding in Powell v. Alabama (1932). At the conversion hearing, this court denied me a 2
27 week continuance to seek legal counsel and would not permit my withdrawing counsel to
28 represent me and argue against the conversion motion on the merits, basically forcing
him to accept the court's order permitting withdrawal and not allowing him to argue for me
despite his willingness to do so. The U.S. Supreme Court, held very explicitly that the
denial of the right to be represented by legal counsel constitutes a deprivation of
constittutional rights, thereby rendering any such action void:

"What, then, does a hearing include? Historically and in practice, in
our own country at least, it has always included the right to the aid of
counsel when desired and provided by the party asserting the right. The
right to be heard would be, in many cases, of little avail if it did not

1 comprehend the right to be heard by counsel. Even the intelligent and
 2 educated layman has small and sometimes no skill in the science of law. If
 3 charged with crime, he is incapable, generally, of determining for himself
 4 whether the indictment is good or bad. He is unfamiliar with the rules of
 5 evidence. Left without the aid of counsel he may be put on trial without a
 6 proper charge, and convicted upon incompetent evidence, or evidence
 7 irrelevant to the issue or otherwise inadmissible. He lacks both the skill
 8 and knowledge adequately to prepare his defense, even though he have a
 9 perfect one. He requires the guiding hand of counsel at every step in the
 10 proceedings against him. Without it, though he be not guilty, he faces the
 11 danger of conviction because he does not know how to establish his
 12 innocence. If that be true of men of intelligence, how much more true is it
 13 of the ignorant and illiterate, or those of feeble intellect. **If in any case,
 14 civil or criminal, a state or federal court were arbitrarily to refuse to
 15 hear a party by counsel, employed by and appearing for him, it
 16 reasonably may not be doubted that such a refusal would be a denial
 17 of a hearing, and, therefore, of due process in the constitutional sense.**

18 Powell v. Alabama (1932) 287 U.S. 45, 68-69 [Emphasis added].

19 15. Under the circumstances I am respectfully requesting that this Court
 20 take judicial notice of all the law and citations contained in this opposition and
 21 render a written decision in detail as to what points of law and facts are taken and
 22 which ones were not, something that the Court failed to do in the battle over the
 23 Trustee's criminal actions in taking possession and title of that property without a
 24 court order.

25 16. A comparison with the Declaration of Hudson Stremmel with the
 26 document production produced by Steve Stremmel on 1-17-2019 demonstrates
 27 fraud on the Court, disparagement of the Emerald value and no marketing or even
 28 inability to show his expenses only submitting a \$200 invoice, corroborated with
 the Declaration of Paul Mula whose e-mail and other information demanded in the
 subpoena was not complied with subjecting him to contempt.

17. In Mr. Mula's Declaration filed concurrently, Mr. Mula states:

"6. On 10-26-2018, I had another telephone call with Mr.
 Steve Stremmel where I informed Mr. Stremmel that I believed that
 Mr. Thomas paid \$20K for the Emerald. Mr. Stremmel was very
 pleased and stated that

"I'm trying to build a case when you buy it for \$830." "I
 can say that this slob only paid \$20,000 for it". He told
 me that "I love it when you say this". Mr. Stremmel told

1 me: "I want to see you steal this thing". He told me: "Your
2 bid is going to be next to nothing which is going to be
3 more than fair" and that you will soon have "we've got a
4 60 lb door stop for you".

5 7. On 10-29-2018 I had a further telephone call with Mr.
6 Stremmel where he stated:

7 "I want to be honest with you Paul, You are the only one I
8 talked to about this". He told me that the Judge always
9 sides with the Trustee and that "it's a really cool stone".

10 18. The above facts need to be carefully considered by this Court. There
11 is no need for any rush to judgment in this matter. Justice requires that the law
12 and facts be taken first by the Court with findings in writing as mandated by Rule
13 201(d) of the Federal Rules of Evidence, and that once taken, the sale be
14 rescinded and overturned.

15 I declare under penalty of perjury of the laws of the State of California, the
16 State of Nevada and the United States that the foregoing is true and correct.

17 Dated: March 7th 2019

18 
19 Anthony G. Thomas
20 Debtor In Propria Persona
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26
27
28

Request for Judicial Notice of
Adjudicative Facts [Rule 201 FRE]

Request to take
Judicial Notice of Register
of Actions / Docket Entries
347- 10-16-2017- to -
469- 03-04-2019

EXHIBIT 1

EXHIBIT 1

LEAD, BAPCPA, JNTADMN, 727OBJ

U.S. Bankruptcy Court
District of Nevada (Reno)
Bankruptcy Petition #: 14-50333-btb

Assigned to: BRUCE T. BEESLÉY
Chapter 7
Previous chapter 11
Original chapter 11
Voluntary
Asset

Date filed: 03/04/2014
Date converted: 08/29/2014
341 meeting: 12/04/2014
Deadline for objecting to discharge: 12/08/2014

Debtor
ANTHONY THOMAS
7725 PEAVINE PEAK COURT
RENO, NV 89523
WASHOE-NV
SSN / ITIN: xxx-xx-3971

represented by **ANTHONY THOMAS**
PRO SE

MICHAEL LEHNERS
429 MARSH AVE
RENO, NV 89509
(775) 786-1695
Fax: (775) 786-0799
Email: michaellehners@yahoo.com
TERMINATED: 08/04/2015

ALAN R SMITH
(See above for address)
TERMINATED: 08/26/2014

Jnt Admin Debtor
AT EMERALD, LLC
7725 PEAVINE PEAK COURT
RENO, NV 89523
SSN / ITIN: xxx-xx-3971
Tax ID / EIN: 46-5029418

represented by **AT EMERALD, LLC**
PRO SE

ALAN R SMITH
505 RIDGE ST
RENO, NV 89501
(775) 786-4579
Fax: (775)
Email: mail@asmithlaw.com
TERMINATED: 08/26/2014

Joint Debtor
WENDI THOMAS
7725 PEAVINE PEAK COURT
RENO, NV 89523
WASHOE-NV
SSN / ITIN: xxx-xx-8142

represented by **WENDI THOMAS**
PRO SE

MICHAEL LEHNERS
429 MARSH AVE
RENO, NV 89509
(775) 786-1695
Fax: (775) 786-0799
Email: michaellehners@yahoo.com
TERMINATED: 08/04/2015

ALAN R SMITH
(See above for address)
TERMINATED: 08/26/2014

Trustee
CHRISTINA W. LOVATO
P.O. BOX 18417

3/7/2019

LIVE ECF

RENO, NV 89511
 (775) 851 1424
 TERMINATED: 08/29/2014

Trustee**JERI COPPA-KNUDSON**

3495 LAKESIDE DR

PMB #62

RENO, NV 89509

(775) 329-1528

represented by **JERI COPPA-KNUDSON**

3495 LAKESIDE DR

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RENO, NV 89509

(775) 329-1528

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Email: renobktrustee@gmail.com**JEFFREY L HARTMAN**

HARTMAN & HARTMAN

510 WEST PLUMB LANE, STE B

RENO, NV 89509

(775) 324-2800

Fax: (775) 324-1818

Email: notices@bankruptcyreno.com**U.S. Trustee****U.S. TRUSTEE - RN - 11**

300 BOOTH STREET, STE 3009

RENO, NV 89509

TERMINATED: 08/29/2014

U.S. Trustee**U.S. TRUSTEE - RN - 7, 7**

300 BOOTH STREET, STE 3009

RENO, NV 89509

Filing Date	#	Docket Text
10/16/2017	<u>347</u> (4 pgs; 2 docs)	Ex Parte Application to Employ STREMMEL AUCTIONS as AUCTIONEER Filed by JERI COPPA-KNUDSON on behalf of STREMMEL AUCTIONS, INC. (Attachments: # <u>1</u> Affidavit)(COPPA-KNUDSON, JERI) (Entered: 10/16/2017)
10/18/2017	<u>348</u> (2 pgs)	Order Granting Application to Employ (Related document(s) <u>347</u>) (cly) (Entered: 10/18/2017)
10/19/2017	<u>349</u> (2 pgs)	Order Granting Application For Administrative Claim/Expenses (Related document(s) <u>343</u>) (cly) (Entered: 10/19/2017)
03/13/2018	350	Disposition and Closing of Adversary Case (cly) (Entered: 03/13/2018)
05/24/2018	351	Disposition and Closing of Adversary Case (cly) (Entered: 05/24/2018)
07/10/2018	<u>352</u> R (3 pgs)	Notice with Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (HARTMAN, JEFFREY) (Entered: 07/10/2018)
	<u>353</u>	Motion for Turnover Filed by JEFFREY L HARTMAN on behalf of



3/7/2019

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07/10/2018	(4 pgs)	JERI COPPA-KNUDSON (HARTMAN, JEFFREY) (Entered: 07/10/2018)
07/10/2018	<u>354</u> (13 pgs; 3 docs)	Declaration Of: Jeri Coppa-Knudson Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON) (Attachments: # <u>1</u> Exhibit A # <u>2</u> Exhibit B) (HARTMAN, JEFFREY) (Entered: 07/10/2018)
07/10/2018	<u>355</u> (2 pgs)	Notice of Hearing Hearing Date: 08/21/2018 Hearing Time: 2:00 p.m. Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 07/10/2018)
07/11/2018	356	Hearing Scheduled/Rescheduled. Hearing scheduled 8/21/2018 at 02:00 PM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON) (cly) (Entered: 07/11/2018)
07/11/2018	<u>357</u> (7 pgs)	Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON, <u>354</u> Declaration filed by Trustee JERI COPPA-KNUDSON, <u>355</u> Notice of Hearing filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 07/11/2018)
08/06/2018	<u>358</u> (7 pgs)	Motion to Withdraw as Attorney of Record AND FOR CLARIFICATION OF STATUS AS COUNSEL, ETC. Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (MACAULEY, LAURY) (Entered: 08/06/2018)
08/06/2018	<u>359</u> (3 pgs)	Declaration Of: LAURY M. MACAULEY Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>358</u> Motion to Withdraw as Attorney of Record filed by Debtor MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 08/06/2018)
08/06/2018	<u>360</u> (3 pgs)	Motion for Order Shortening Time Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (MACAULEY, LAURY) (Entered: 08/06/2018)
08/06/2018	<u>361</u> (3 pgs)	Declaration Of: Laury M. Macauley Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>360</u> Motion for Order Shortening Time filed by Debtor MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 08/06/2018)
08/07/2018	<u>362</u> (5 pgs)	Amended Motion for Order Shortening Time Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>358</u> Motion to Withdraw as Attorney of Record AND FOR CLARIFICATION OF STATUS AS COUNSEL, ETC. filed by Attorney MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY). Modified on 8/7/2018 to remove relationship to doc# 360 and adding relationship to doc# 358 (Hannan, KS). Modified on 8/8/2018 to correct docket text (Hannan, KS). (Entered: 08/07/2018)

3/7/2019

LIVE ECF



08/07/2018	<u>363</u> (3 pgs)	Amended Declaration Of: Laury M. Macauley Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>362</u> Motion for Order Shortening Time filed by Debtor MACAULEY LAW GROUP, P.C..) (MACAULEY, LAURY). Modified on 8/7/2018 to remove relationship to doc# 361 and adding relationship to doc# 362 (Hannan, KS). (Entered: 08/07/2018)
08/07/2018	<u>364</u> (5 pgs)	Trustee's Response with Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>358</u> Motion to Withdraw as Attorney of Record filed by Debtor MACAULEY LAW GROUP, P.C..) (HARTMAN, JEFFREY) (Entered: 08/07/2018)
08/07/2018	<u>365</u> (13 pgs)	Certificate of Service Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>360</u> Motion for Order Shortening Time filed by Debtor MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 08/07/2018)
08/07/2018	<u>366</u> (2 pgs)	Order Granting Motion for Order Shortening Time (Related document(s) <u>362</u>). Hearing scheduled 8/10/2018 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>358</u> Motion to Withdraw as Attorney of Record AND FOR CLARIFICATION OF STATUS AS COUNSEL, ETC. filed by Debtor MACAULEY LAW GROUP, P.C..) (cly). Modified on 8/7/2018 to relate to #358 in place of #360 (Gallagher, DA). (Entered: 08/07/2018)
08/07/2018	367	Hearing Scheduled/Rescheduled. Hearing scheduled 8/10/2018 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>358</u> Motion to Withdraw as Attorney of Record filed by Debtor MACAULEY LAW GROUP, P.C..) (dag) (Entered: 08/07/2018)
08/07/2018	<u>368</u> (2 pgs)	Response Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON.) (MACAULEY, LAURY) (Entered: 08/07/2018)
08/08/2018	<u>369</u> (8 pgs)	Certificate of Service Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>368</u> Response filed by Attorney MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 08/08/2018)
08/08/2018	<u>370</u> (1 pg)	Notice of Docketing Error (Related document(s) <u>368</u> Response filed by Attorney MACAULEY LAW GROUP, P.C.) (cly) (Entered: 08/08/2018)
08/08/2018	<u>371</u> (13 pgs)	Certificate of Service Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>358</u> Motion to Withdraw as Attorney of Record filed by Attorney MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 08/08/2018)
08/09/2018	<u>372</u>  (13 pgs; 2 docs)	Ex Parte Application to Employ MELINDA BENNETT as REALTOR Filed by JERI COPPA-KNUDSON on behalf of MELINDA BENNETT (Attachments: # <u>1</u>  Exhibit A)(COPPA-KNUDSON, JERI) (Entered: 08/09/2018)





08/09/2018	<u>373</u> R (3 pgs)	Affidavit Of: MELINDA BENNETT Filed by JERI COPPA-KNUDSON on behalf of MELINDA BENNETT (Related document(s) <u>372</u> R Application to Employ filed by Realtor MELINDA BENNETT) (COPPA-KNUDSON, JERI) (Entered: 08/09/2018)
08/09/2018	<u>374</u> (3 pgs)	Certificate of Service Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>360</u> Motion for Order Shortening Time filed by Attorney MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 08/09/2018)
08/10/2018	<u>375</u> (34 pgs)	Transcript regarding Hearing Held on 08/22/14. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For additional information, you may contact the Transcriber Access Transcripts, LLC, Telephone number 855-873-2223. Purchasing Party: Wendi Thomas. Redaction Request Due By 08/31/2018. Redacted Transcript Submission Due By 09/10/2018. Transcript access will be restricted through 11/8/2018. (ACCESS TRANSCRIPTS, LLC) (Entered: 08/10/2018)
08/10/2018	<u>376</u> R (1 pg)	Notice of Docketing Error (Related document(s) <u>372</u> R Application to Employ filed by Realtor MELINDA BENNETT, <u>373</u> R Affidavit filed by Realtor MELINDA BENNETT) (dag) (Entered: 08/10/2018)
08/10/2018	<u>377</u> R (1 pg)	Order Granting Application to Employ (Related document(s) <u>372</u> R) (dag) (Entered: 08/10/2018)
08/10/2018	<u>378</u> (1 pg)	Notice of Filing Official Transcript. Related document(s) <u>375</u> . (admin) (Entered: 08/10/2018)
08/10/2018	390	Minute Entry Re: hearing on 8/10/2018. Continued. (related document(s): <u>358</u> Motion to Withdraw as Attorney of Record filed by MACAULEY LAW GROUP, P.C.) Appearances: JEFFREY L HARTMAN, LAURY MILES MACAULEY, ANTHONY THOMAS Status Hearing to be held on 09/13/2018 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (ias) (Entered: 08/21/2018)
08/13/2018	<u>379</u> (22 pgs)	Transcript regarding Hearing Held on 08/10/18. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For additional information, you may contact the Transcriber Access Transcripts, LLC, Telephone number 855-873-2223. Purchasing Party: Wendi Thomas. Redaction Request Due By 09/4/2018. Redacted Transcript Submission Due By 09/13/2018. Transcript access will be restricted through 11/13/2018. (ACCESS TRANSCRIPTS, LLC) (Entered: 08/13/2018)
08/13/2018	<u>380</u> (1 pg)	Notice of Filing Official Transcript. Related document(s) <u>379</u> . (admin) (Entered: 08/13/2018)
08/14/2018	<u>381</u> R (13 pgs; 2 docs)	Amended Ex Parte Application to Employ MELINDA BENNETT as REALTOR Filed by JERI COPPA-KNUDSON on behalf of MELINDA BENNETT (Related document(s) <u>372</u> R Application to Employ filed by Realtor MELINDA BENNETT) (Attachments: # <u>1</u> R Exhibit A) (COPPA-KNUDSON, JERI) (Entered: 08/14/2018)

08/14/2018	<u>382</u> R (3 pgs)	Amended Affidavit Of: MELINDA BENNETT Filed by JERI COPPA-KNUDSON on behalf of MELINDA BENNETT (Related document(s) <u>381</u> R Application to Employ filed by Realtor MELINDA BENNETT) (COPPA-KNUDSON, JERI) (Entered: 08/14/2018)
08/14/2018	<u>383</u> R (3 pgs)	Notice of Entry of Order with Certificate of Service Filed by JERI COPPA-KNUDSON on behalf of JERI COPPA-KNUDSON (Related document(s) <u>377</u> R Order on Application to Employ) (COPPA-KNUDSON, JERI) (Entered: 08/14/2018)
08/14/2018	<u>384</u> (12 pgs)	Supplemental Declaration Of: Laury M. Macauley Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>353</u> Motion to Withdraw as Attorney of Record filed by Attorney MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 08/14/2018)
08/14/2018	<u>385</u> (7 pgs)	Certificate of Service Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>384</u> Declaration filed by Attorney MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 08/14/2018)
08/15/2018	<u>386</u> (1 pg)	Notice of Hearing. PER COURT INSTRUCTION - - HEARING RESCHEDULED 9/13/2018 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON) (ias) (Entered: 08/15/2018)
08/15/2018	<u>387</u> (4 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <u>378</u> Notice of Filing Official Transcript (BNC-BK)) No. of Notices: 66. Notice Date 08/15/2018. (Admin.) (Entered: 08/15/2018)
08/16/2018	<u>388</u> (4 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <u>380</u> Notice of Filing Official Transcript (BNC-BK)) No. of Notices: 66. Notice Date 08/16/2018. (Admin.) (Entered: 08/16/2018)
08/17/2018	<u>389</u> (3 pgs)	BNC Certificate of Mailing. (Related document(s) <u>386</u> Notice of Hearing (BNC-BK and/or ADV only)) No. of Notices: 7. Notice Date 08/17/2018. (Admin.) (Entered: 08/17/2018)
08/31/2018	<u>391</u> (2 pgs)	Order Granting Motion To Withdraw As Attorney of Record (Related document(s) <u>358</u>) LAURY MILES MACAULEY terminated from the case. (cly) (Entered: 08/31/2018)
09/05/2018	 <u>394</u> R (2 pgs)	Notice (Motion For Judicial Notice Of Law & Facts <u>FRE</u> Rule 201) Filed by ANTHONY THOMAS (lms) (Entered: 09/06/2018)
09/05/2018	 <u>395</u> R (289 pgs; 2 docs)	Declaration Of Anthony Thomas In Support Of Motion For Judicial Notice Of Law & Facts (<u>FRE</u> Rule 201)) Filed by ANTHONY THOMAS (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON, <u>394</u> R Notice filed by Debtor ANTHONY THOMAS) (Attachments: # <u>1</u> R Appendix Continued) (lms) (Entered: 09/06/2018)
	<u>392</u> (21 pgs)	Transcript regarding Hearing Held on 02/25/15. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For additional

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09/06/2018		information, you may contact the Transcriber Access Transcripts LLC, Telephone number 855-873-2223. Purchasing Party: Wendi Thomas. Morning Session Only Redaction Request Due By 09/27/2018. Redacted Transcript Submission Due By 10/9/2018. Transcript access will be restricted through 12/5/2018. (ACCESS TRANSCRIPTS, LLC) Modified on 9/7/2018 to reflect corrected hearing date of 02/25/15 (Gallagher, DA). (Entered: 09/06/2018)
09/06/2018	<u>393</u> (4 pgs)	Notice of Entry of Order Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>391</u> Order on Motion to Withdraw as Attorney of Record) (MACAULEY, LAURY) (Entered: 09/06/2018)
09/06/2018	<u>396</u> (1 pg)	Notice of Filing Official Transcript. Related document(s) <u>392</u> . (admin) (Entered: 09/06/2018)
09/07/2018	 <u>398</u> R (15 pgs)	Opposition Filed by ANTHONY THOMAS (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON.) (lms) (Entered: 09/10/2018)
09/09/2018	<u>397</u> (4 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <u>396</u> Notice of Filing Official Transcript (BNC-BK)) No. of Notices: 66. Notice Date 09/09/2018. (Admin.) (Entered: 09/09/2018)
09/10/2018	<u>399</u> (7 pgs)	Certificate of Service Filed by LAURY MILES MACAULEY on behalf of MACAULEY LAW GROUP, P.C. (Related document(s) <u>393</u> Notice of Entry of Order filed by Interested Party MACAULEY LAW GROUP, P.C.) (MACAULEY, LAURY) (Entered: 09/10/2018)
09/11/2018	400	Minute Entry Re: hearing Continued. CHANGE AS TO START TIME ONLY (related document(s): <u>358</u> Motion to Withdraw as Attorney of Record filed by MACAULEY LAW GROUP, P.C.) Status Hearing to be held on 09/13/2018 at 01:30 PM at BTB RN-Courtroom 2, Young Bldg.. (ias) (Entered: 09/11/2018)
09/11/2018	401	Minute Entry Re: hearing Continued. CHANGE AS TO START TIME ONLY (related document(s): <u>353</u> Motion for Turnover filed by JERI COPPA-KNUDSON) (Hearing scheduled 09/13/2018 at 01:30 PM at BTB RN-Courtroom 2, Young Bldg.. (ias) (Entered: 09/11/2018)
09/11/2018	 <u>402</u> R (1 pg)	Notice of Docketing Error (Related document(s) <u>394</u> R Notice filed by Debtor ANTHONY THOMAS, <u>395</u> R Document filed by Debtor ANTHONY THOMAS, <u>398</u> R Opposition filed by Debtor ANTHONY THOMAS) (lms) (Entered: 09/11/2018)
09/11/2018	<u>403</u> R (6 pgs)	Reply with Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>398</u> R Opposition filed by Debtor ANTHONY THOMAS.) (HARTMAN, JEFFREY). Modified on 9/12/2018 to relate to #398 in place of #353 (Gallagher, DA). (Entered: 09/11/2018)
09/11/2018	<u>404</u> R (5 pgs)	Declaration Of: Jeffrey Hartman with Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>403</u> R Reply filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 09/11/2018)

09/12/2018	 <u>405</u> R (5 pgs)	Notice of Received Correspondence with Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 09/12/2018)
09/13/2018	 <u>406</u> R (171 pgs)	Opposition to Reply Brief Filed by ANTHONY THOMAS (Related document(s) <u>404</u> R Declaration filed by Trustee JERI COPPA-KNUDSON.) (lms) (Entered: 09/13/2018)
09/13/2018	<u>407</u> R (3 pgs)	BNC Certificate of Mailing. (Related document(s) <u>402</u> R Notice of Docketing Error) No. of Notices: 1. Notice Date 09/13/2018. (Admin.) (Entered: 09/13/2018)
09/17/2018	<u>408</u> R (2 pgs)	Order to Continue Hearing Hearing scheduled 10/19/2018 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON.) (dag) (Entered: 09/17/2018)
09/28/2018	<u>409</u>	Hearing Scheduled/Rescheduled. Hearing scheduled 10/16/2018 at 02:00 PM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>395</u> R Motion for Judicial Notice filed by Debtor ANTHONY THOMAS) (ias) (Entered: 09/28/2018)
09/28/2018	<u>410</u> R (1 pg)	Notice of Hearing. PER COURT INSTRUCTION Hearing RESCHEDULED 10/19/2018 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>395</u> R Motion for Judicial Notice filed by Debtor ANTHONY THOMAS) (ias) (Entered: 09/28/2018)
09/28/2018	 <u>411</u> R (28 pgs)	[Proposed] Order Taking Judicial Notice Of Law & Facts Filed by ANTHONY THOMAS (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON) (cly) (Entered: 09/28/2018)
09/28/2018	 <u>412</u> R (4 pgs)	Declaration Of: Anthony Thomas with Certificate of Service Filed by ANTHONY THOMAS (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON, <u>411</u> R Document filed by Debtor ANTHONY THOMAS) (cly) (Entered: 09/28/2018)
09/30/2018	<u>413</u> R (3 pgs)	BNC Certificate of Mailing. (Related document(s) <u>410</u> R Notice of Hearing (BNC-BK and/or ADV only)) No. of Notices: 7. Notice Date 09/30/2018. (Admin.) (Entered: 09/30/2018)
10/02/2018	<u>414</u> (74 pgs)	Transcript regarding Hearing Held on 09/13/18. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For additional information, you may contact the Transcriber Access Transcripts, LLC, Telephone number 855-873-2223. Purchasing Party: Judge Beesley. Redaction Request Due By 10/23/2018. Redacted Transcript Submission Due By 11/2/2018. Transcript access will be restricted through 12/31/2018. (ACCESS TRANSCRIPTS, LLC) (Entered: 10/02/2018)
	<u>415</u> (74 pgs)	Amended Transcript regarding Hearing Held on 09/13/18. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For


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10/02/2018		additional information, you may contact the Transcriber Access Transcripts, LLC, Telephone number 855-873-2223. Purchasing Party: Judge Beesley. Redaction Request Due By 10/23/2018. Redacted Transcript Submission Due By 11/2/2018. Transcript access will be restricted through 12/31/2018. (ACCESS TRANSCRIPTS, LLC) (Entered: 10/02/2018)
10/02/2018	<u>416</u> R (1 pg)	Notice of Filing Official Transcript. Related document(s) <u>414</u> . (admin) (Entered: 10/02/2018)
10/02/2018	<u>417</u> R (1 pg)	Notice of Filing Official Transcript. Related document(s) <u>415</u> . (admin) (Entered: 10/02/2018)
10/04/2018	<u>418</u> R (5 pgs)	Trustee's Response with Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>394</u> R Notice filed by Debtor ANTHONY THOMAS.) (HARTMAN, JEFFREY) (Entered: 10/04/2018)
10/04/2018	 <u>422</u> R (4 pgs)	Points and Authorities Filed by ANTHONY THOMAS (Related document(s) <u>394</u> R Notice filed by Debtor ANTHONY THOMAS) (cly) (Entered: 10/10/2018)
10/04/2018	 <u>423</u> R (99 pgs)	Declaration Of: Anthony Thomas with Certificate of Service Filed by ANTHONY THOMAS (Related document(s) <u>422</u> R Points and Authorities filed by Debtor ANTHONY THOMAS) (cly) (Entered: 10/10/2018)
10/05/2018	<u>419</u> R (4 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <u>416</u> R Notice of Filing Official Transcript (BNC-BK)) No. of Notices: 66. Notice Date 10/05/2018. (Admin.) (Entered: 10/05/2018)
10/05/2018	<u>420</u> R (4 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <u>417</u> R Notice of Filing Official Transcript (BNC-BK)) No. of Notices: 66. Notice Date 10/05/2018. (Admin.) (Entered: 10/05/2018)
10/09/2018	<u>421</u> R (1 pg)	Notice of Hearing. Hearing RESCHEDULED 11/2/2018 at 02:00 PM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON, <u>395</u> R Document filed by Debtor ANTHONY THOMAS) (ias) (Entered: 10/09/2018)
10/11/2018	<u>424</u> R (3 pgs)	BNC Certificate of Mailing. (Related document(s) <u>421</u> R Notice of Hearing (BNC-BK and/or ADV only)) No. of Notices: 7. Notice Date 10/11/2018. (Admin.) (Entered: 10/11/2018)
10/15/2018	 <u>425</u> R (14 pgs)	Declaration Of: Anthony G. Thomas with Certificate of Service Filed by ANTHONY THOMAS (Related document(s) <u>394</u> R Notice filed by Debtor ANTHONY THOMAS) (cly) (Entered: 10/16/2018)
10/15/2018	 <u>426</u> R (61 pgs)	Exhibit List of Documents Filed by ANTHONY THOMAS (Related document(s) <u>394</u> R Notice filed by Debtor ANTHONY THOMAS) (cly) (Entered: 10/16/2018)
		Declaration Of: Anthony Thomas with Certificate of Service Filed by

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11/02/2018	 <u>427</u> R (49 pgs)	ANTHONY THOMAS (Related document(s) <u>353</u> Motion for Turnover filed by Trustee JERI COPPA-KNUDSON, <u>395</u> R Document filed by Debtor ANTHONY THOMAS) (cly) (Entered: 11/02/2018)
11/08/2018	<u>428</u> R (4 pgs)	Ex Parte Motion for 2004 Examination of Dorothy Thomas with Proposed Order Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (HARTMAN, JEFFREY) (Entered: 11/08/2018)
11/13/2018	<u>429</u> R (1 pg)	Order Granting Motion for 2004 Examination (Related document(s) <u>428</u> R) (cly) (Entered: 11/13/2018)
11/29/2018	<u>430</u> R (4 pgs)	Motion to Sell Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (HARTMAN, JEFFREY) (Entered: 11/29/2018)
11/29/2018	<u>431</u> R (6 pgs)	Declaration Of: Hudson Stremmel Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 11/29/2018)
11/29/2018	<u>432</u> R (2 pgs)	Notice of Hearing Hearing Date: 01/08/2019 Hearing Time: 2:00 p.m. Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 11/29/2018)
11/29/2018	<u>433</u> R (4 pgs)	Application for Compensation for JERI COPPA-KNUDSON , Fees: \$3225.00, Expenses: \$1231.00. (Related document(s) <u>430</u> R) Filed by JERI COPPA-KNUDSON (cly) Docketed for missed relief (Entered: 11/30/2018)
11/30/2018	<u>434</u>	Hearing Scheduled/Rescheduled. Hearing scheduled 1/8/2019 at 02:00 PM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON, <u>433</u> R Application for Compensation filed by Trustee JERI COPPA-KNUDSON) (cly) (Entered: 11/30/2018)
12/03/2018	<u>435</u> R (7 pgs)	Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON, <u>431</u> R Declaration filed by Trustee JERI COPPA-KNUDSON, <u>432</u> R Notice of Hearing filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 12/03/2018)
TR 11-2-2018 12/11/2018	<u>436</u>	Transcript regarding Hearing Held on 11/02/18. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For additional information, you may contact the Transcriber Access Transcripts, LLC, Telephone number 855-873-2223. Purchasing Party: Anthony Thomas. Redaction Request Due By 01/2/2019. Redacted Transcript Submission Due By 01/11/2019. Transcript access will be restricted through 03/11/2019. (ACCESS TRANSCRIPTS, LLC) (Entered: 12/11/2018)
	<u>437</u> R	Notice of Filing Official Transcript. Related document(s) <u>436</u> .

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12/11/2018	(1 pg)	(admin) (Entered: 12/11/2018)
12/14/2018	<u>438</u> R (4 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <u>437</u> R Notice of Filing Official Transcript (BNC-BK)) No. of Notices: 66. Notice Date 12/14/2018. (Admin.) (Entered: 12/14/2018)
12/17/2018	438 <u>439</u> R (214 pgs; 2 docs)	Motion to Continue/Reschedule Hearing , Motion for Order Shortening Time, With Certificate of Service Filed by ANTHONY THOMAS (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON) (Attachments: # <u>1</u> R Appendix continued)(lms) Modified on 12/18/2018 to add With Certificate of Service (Gallagher, DA). (Entered: 12/17/2018)
12/21/2018	<u>440</u>	Transcript regarding Hearing Held on 12/17/18. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For additional information, you may contact the Transcriber Access Transcripts, Telephone number 855-873-2223. Purchasing Party: Anthony Thomas. Redaction Request Due By 01/11/2019. Redacted Transcript Submission Due By 01/22/2019. Transcript access will be restricted through 03/21/2019. (ACCESS TRANSCRIPTS, LLC) (Entered: 12/21/2018)
12/21/2018	<u>441</u> R (1 pg)	Notice of Filing Official Transcript. Related document(s) <u>440</u> . (admin) (Entered: 12/21/2018)
12/26/2018	<u>442</u> (4 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <u>441</u> R Notice of Filing Official Transcript (BNC-BK)) No. of Notices: 66. Notice Date 12/26/2018. (Admin.) (Entered: 12/26/2018)
12/27/2018	<u>443</u> (1 pg)	Notice of Hearing. Hearing rescheduled 2/22/2019 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON) (ias) (Entered: 12/27/2018)
12/29/2018	<u>444</u> (4 pgs)	BNC Certificate of Mailing. (Related document(s) <u>443</u> Notice of Hearing (BNC-BK and/or ADV only)) No. of Notices: 66. Notice Date 12/29/2018. (Admin.) (Entered: 12/29/2018)
01/03/2019	<u>445</u>	Hearing Scheduled/Rescheduled. DISCOVERY DISPUTE Hearing scheduled 1/4/2019 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON) (ias) (Entered: 01/03/2019)
01/03/2019	<u>446</u> R (1 pg)	Notice of Hearing. PER COURT INSTRUCTION Hearing rescheduled 2/22/2019 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>433</u> R Application for Compensation filed by Trustee JERI COPPA-KNUDSON) (ias) (Entered: 01/03/2019)
01/05/2019	<u>447</u> R (3 pgs)	BNC Certificate of Mailing. (Related document(s) <u>446</u> R Notice of Hearing (BNC-BK and/or ADV only)) No. of Notices: 7. Notice Date 01/05/2019. (Admin.) (Entered: 01/05/2019)
	<u>448</u>	Transcript regarding Hearing Held on 01/04/19. The transcript may be

01/10/2019		viewed at the Bankruptcy Court Clerk's Office. For additional information, you may contact the Transcriber Access Transcripts, Telephone number 855-873-2223. Purchasing Party: Anthony Thomas. Redaction Request Due By 01/31/2019. Redacted Transcript Submission Due By 02/11/2019. Transcript access will be restricted through 04/10/2019. (ACCESS TRANSCRIPTS, LLC) (Entered: 01/10/2019)
01/10/2019	<u>449</u> (1 pg)	Notice of Filing Official Transcript. Related document(s) 448 . (admin) (Entered: 01/10/2019)
01/13/2019	<u>450</u> (4 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <u>449</u> Notice of Filing Official Transcript (BNC-BK)) No. of Notices: 64. Notice Date 01/13/2019. (Admin.) (Entered: 01/13/2019)
01/17/2019	<u>451</u> R (3 pgs)	Order to Set Hearing Evidentiary Hearing scheduled for 3/22/2019 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON.) (cly) (Entered: 01/17/2019)
01/17/2019	<u>452</u> (6 pgs)	Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON, <u>451</u> R Order to Set Hearing) (HARTMAN, JEFFREY) (Entered: 01/17/2019)
01/18/2019	453	Hearing Scheduled/Rescheduled. Status Hearing to be held on 2/22/2019 at 03:00 PM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>430</u> R Motion to Sell filed by Trustee JERI COPPA-KNUDSON) (cly) (Entered: 01/18/2019)
02/04/2019	<u>454</u> (3 pgs)	Notice Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (HARTMAN, JEFFREY) (Entered: 02/04/2019)
02/04/2019	<u>455</u> (4 pgs; 2 docs)	Declaration Of: Trustee Jeri Coppa-Knudson Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>454</u> Notice filed by Trustee JERI COPPA-KNUDSON) (Attachments: # <u>1</u> Exhibit A) (HARTMAN, JEFFREY) (Entered: 02/04/2019)
02/04/2019	<u>456</u> (2 pgs)	Notice of Hearing Hearing Date: 03/06/19 Hearing Time: 10:00 a.m. Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>454</u> Notice filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY). Modified on 2/5/2019 to remove relationship to #455 (Ivey, SD). (Entered: 02/04/2019)
02/05/2019	<u>457</u> (7 pgs)	Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>454</u> Notice filed by Trustee JERI COPPA-KNUDSON, <u>455</u> Declaration filed by Trustee JERI COPPA-KNUDSON, <u>456</u> Notice of Hearing filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 02/05/2019)
02/05/2019	458	Hearing Scheduled/Rescheduled. Hearing scheduled 3/6/2019 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>454</u> Notice filed by Trustee JERI COPPA-KNUDSON) (cly) (Entered: 02/05/2019)

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02/07/2019	<u>459</u> (1 pg)	Notice of Hearing. PER COURT INSTRUCTION Hearing scheduled 3/22/2019 at 10:00 AM at BTB RN-Courtroom 2, Young Bldg.. (Related document(s) <u>433</u> R Application for Compensation filed by Trustee JERI COPPA-KNUDSON) (ias) (Entered: 02/07/2019)
02/09/2019	<u>460</u> (4 pgs)	BNC Certificate of Mailing. (Related document(s) <u>459</u> Notice of Hearing (BNC-BK and/or ADV only)) No. of Notices: 64. Notice Date 02/09/2019. (Admin.) (Entered: 02/09/2019)
02/20/2019	<u>464</u> (19 pgs)	Certificate of Service Filed by MICK JOSEPH (Related document(s) <u>398</u> R Opposition filed by Debtor ANTHONY THOMAS, <u>461</u> Declaration filed by Debtor ANTHONY THOMAS, <u>462</u> Declaration filed by Interested Party DOROTHY THOMAS, <u>463</u> Declaration filed by Creditor CHRIS PERNA) (cly) (Entered: 02/22/2019)
02/21/2019	<u>461</u> (10 pgs)	Declaration Of: Anthony G. Thomas Filed by ANTHONY THOMAS (Related document(s) <u>398</u> R Opposition filed by Debtor ANTHONY THOMAS) (cly) (Entered: 02/22/2019)
02/21/2019	<u>462</u> (3 pgs)	Declaration Of: Dorothy Thomas with Certificate of Service Filed by DOROTHY THOMAS (Related document(s) <u>398</u> R Opposition filed by Debtor ANTHONY THOMAS) (cly) (Entered: 02/22/2019)
02/21/2019	<u>463</u> (6 pgs)	Declaration Of: Chris Perna Filed by CHRIS PERNA (Related document(s) <u>398</u> R Opposition filed by Debtor ANTHONY THOMAS) (cly) (Entered: 02/22/2019)
02/27/2019	<u>465</u> (5 pgs; 2 docs)	Reply Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>461</u> Declaration filed by Debtor ANTHONY THOMAS, <u>462</u> Declaration filed by Interested Party DOROTHY THOMAS, <u>463</u> Declaration filed by Creditor CHRIS PERNA) (Attachments: # <u>1</u> Exhibit A) (HARTMAN, JEFFREY). Modified on 2/28/2019 to remove relationship to #454 and #455 (Ivey, SD). (Entered: 02/27/2019)
02/27/2019	<u>466</u> (2 pgs)	Certificate of Service Filed by JEFFREY L HARTMAN on behalf of JERI COPPA-KNUDSON (Related document(s) <u>465</u> Reply filed by Trustee JERI COPPA-KNUDSON) (HARTMAN, JEFFREY) (Entered: 02/27/2019)
03/01/2019	<u>467</u>	Transcript Ordered. Acknowledgement of Request for Transcript of Testimony Received on 3/1/2019. Hearing held on 2/22/2019. Ordering Party: Tony Thomas. The Reporter Expects to Have the Transcript Completed by 3/4/2019. (ACCESS TRANSCRIPTS, LLC) (Entered: 03/01/2019)
03/04/2019	<u>468</u>	Transcript regarding Hearing Held on 02/22/19. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For additional information, you may contact the Transcriber Access Transcripts, Telephone number 855-873-2223. Purchasing Party: Anthony Thomas. Redaction Request Due By 03/25/2019. Redacted Transcript Submission Due By 04/4/2019. Transcript access will be restricted through 06/3/2019. (ACCESS TRANSCRIPTS, LLC) (Entered: 03/04/2019)

03/04/2019

469
(1 pg)Notice of Filing Official Transcript. Related document(s) 468 . (admin)
(Entered: 03/04/2019)

PACER Service Center			
Transaction Receipt			
03/07/2019 08:32:26			
PACER Login:	aternerald2:5665516:0	Client Code:	
Description:	Docket Report	Search Criteria:	14-50333-btb Fil or Ent: filed Doc From: 347 Doc To: 469 Term: included Format: html Page counts for documents: included
Billable Pages:	10	Cost:	1.00

Declaration via e:mail dated 1-17-2019
from Sid Lammersky Re:
Overstock.com Negotiations

EXHIBIT 2

EXHIBIT 2



Anthony Thomas <atemerald2@gmail.com>

DECLARATION RE: OVERSTOCK EMERALD CONTRACT NEGOTIATIONS

Sid Lambersky <sidlambersky@icloud.com>

Thu, Jan 17, 2019 at 8:07 AM

To: Anthony Thomas <atemerald2@gmail.com>

Hi Tony,

I believe the attached is the final agreement that was sent to the Trustee. My other copies have a lot of redlines in them. We stopped hearing from the Trustee and decided to move on. I am confident that if we knew about the auction Overstock.com would have bid on it. I certainly do remember notice that it was available at auction.

Here is what I believe you are seeking and this is from the attached agreement, I believe this was the agreement that I sent to the Trustee.

2.2) Expenses. Trustee shall be responsible to reimburse Agent for all Expenses (as defined herein) upon sale of the Emerald. Trustee may review or audit the Expenses at any time. As used herein, "Expenses" shall mean the operating expenditures of Agent which arise during the Term and are related to the sale of the Emerald. Expenses shall include, without limitation, reasonable travel costs; consultant or appraisal fees; temporary labor costs; costs related to development of photo, video, print, website design, marketing email and other marketing materials; customer list acquisition; reasonable insurance policies (if applicable); and public relations efforts. Expenses shall also include a reasonable cost for exposure on Agent's website, Overstock.com. Expenses shall not include: (i) rent or related occupancy costs; (ii) employee benefits; (iii) any rent or other occupancy expenses; (iv) costs of maintaining and operating Agent's website.

2.2.1) Expense Budget. Agent shall be limited to an initial budget for Expenses of two hundred and fifty thousand dollars (\$250,000). The budget may be modified by mutual written agreement of the parties and, if required, approval of the Bankruptcy Court.

However the following is from I believe a draft:

-26-

b) Expenses. Debtor's estate shall be responsible to reimburse Agent for all Expenses (as defined herein). Such reimbursement of Expenses shall come either from the Proceeds; or if there are no Proceeds, shall be deemed to be a valid superpriority claim against the Debtor's estate. Trustee may review or audit the Expenses

at any time. As used herein, "Expenses" shall mean the operating expenditures of Agent which arise during the Term and are related to the sale of the Emerald. Expenses shall include, without limitation, reasonable travel costs; consultant or appraisal fees; temporary labor costs; costs related to development of photo, video, print, website design, marketing email and other marketing materials; customer list acquisition; reasonable insurance policies (if applicable); and public relations efforts. Expenses shall also include a reasonable value for exposure on Overstock.com. Expenses shall not include: (i) rent or related occupancy costs; (ii) employee benefits; (iii) any other occupancy expenses; (iv) costs of maintaining and operating Agent's website unrelated to the Marketing Services.

Seth Marks and I were and are seasoned bankruptcy professionals, and there is NO way we were asking for \$250,000 up front. We believed we had to spend the money to make the deal happen. Overstock had agreed to this.

We had inhouse counsel Edward Christenson review/draft the agreement and it was also reviewed by Stanton Huntington.

Good luck.

Sid

Sid Lambersky

801-441-9351

sidlambersky@icloud.com



Agency Agreement v1 OSTK-SMH 20141219.docx

40K

AGENCY AGREEMENT

This Agency Agreement (the "Agreement") is entered into as of this ____ day of _____, 2015, ("Effective Date") by and between Overstock.com, Inc., a Utah corporation ("Agent"), and Jeri Coppa-Knudsen ("Trustee," and together with Agent, the "Parties") as the duly appointed and authorized Chapter 7 trustee of the estate in the bankruptcy case of Mr. Anthony Thomas.

WHEREAS, on _____, Mr. Anthony Thomas ("Debtor") filed a petition for relief under chapter 7 of Title 11, United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Nevada, _____ Division (the "Bankruptcy Court"). Trustee's chapter 7 case is currently pending before the Bankruptcy Court under case number _____ ("Bankruptcy Case").

WHEREAS, Trustee is appointed to take whatever measures allowed under the Bankruptcy Code including the potential liquidation of the bankruptcy estate's assets.

WHEREAS, Trustee has taken possession of an emerald, known as the Thomas Emerald, described further in the document attachment hereto as Exhibit A (the "Emerald"), and desires that Agent act as Trustee's exclusive marketing agent for the limited purpose of (a) marketing to potential buyers of the Emerald; and (b) referring those buyers to Trustee for further due diligence and potentially to purchase the Emerald through the process defined by the Trustee or its designee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Trustee hereby agree as follows:

1) Appointment of Agent. Effective on the date hereof and subject to the entry of the Approval Order, Trustee hereby irrevocably appoints Agent, and Agent hereby agrees to serve, as Trustee's agent for the limited purpose of (i) marketing to potential buyers of the Emerald; and (ii) referring interested buyers to the Trustee or Trustee's designee, for potential purchase of the Emerald, in accordance with the terms and conditions of this Agreement ("Marketing Services").

1.1) Exclusivity. Agent will be Trustee's exclusive provider of Marketing Services for the Term ("Term" defined below).

1.2) Term of Appointment. The term of this Agreement shall be for 1 year from the Effective Date ("Initial Term"), and may be extended upon mutual written agreement of the parties for additional periods (if applicable, each, a "Renewal Term" and with the Initial Term, the "Term").

1.3) Termination. This Agreement may be terminated anytime as follows:

a) by mutual written consent of the Trustee and Agent;

b) automatically and without any action or notice by either Agent or Trustee, immediately upon the occurrence of any of the following events:

(i) the issuance of a final and non-appealable order by any agency, division, subdivision, or governmental or regulatory authority, or any adjudicatory body thereof, of the United

States or any state thereof, any foreign government or state or any municipal or other political subdivision thereof to restrain, enjoin, or otherwise prohibit the transfer of the Emerald; or

(ii) if the Bankruptcy Case is converted into a case under a different Chapter of the Bankruptcy Code or dismissed;

(c) a party may terminate this Agreement upon written notice if the other party breaches a term of the Agreement and fails to remedy the breach within ten (10) days of receiving notice of such breach;

(d) by one party providing ninety (90) days' prior written notice to the other party.

2) Agent Compensation and Expense Reimbursement. Agent shall receive reimbursement for its expenses as set forth below, and shall be paid a commission based on the final sales price of the Emerald, which shall be the total amount offered before subtracting any deductions, reimbursements, credits or exclusions ("Proceeds").

2.1) Commission Payment. In exchange for providing the Marketing Services, Trustee agrees to pay Agent a commission in the amount of a percentage of the Proceeds ("Commission"). The percentage shall be calculated as follows:

a) If the Emerald is sold during the Term, or is sold at any time to any buyer referred to the Trustee as a result of the efforts of Agent regardless of whether this Agreement is still in force, the Commission shall be five percent (5%) of the Proceeds;

b) If the Emerald is sold any time after the Term, or after termination of this Agreement for any reason, the Commission shall be three percent (3%) of the Proceeds.

2.2) Expenses. Trustee shall be responsible to reimburse Agent for all Expenses (as defined herein) upon sale of the Emerald. Trustee may review or audit the Expenses at any time. As used herein, "Expenses" shall mean the operating expenditures of Agent which arise during the Term and are related to the sale of the Emerald. Expenses shall include, without limitation, reasonable travel costs; consultant or appraisal fees; temporary labor costs; costs related to development of photo, video, print, website design, marketing email and other marketing materials; customer list acquisition; reasonable insurance policies (if applicable); and public relations efforts. Expenses shall also include a reasonable cost for exposure on Agent's website, Overstock.com. Expenses shall not include: (i) rent or related occupancy costs; (ii) employee benefits; (iii) any rent or other occupancy expenses; (iv) costs of maintaining and operating Agent's website.

2.2.1) Expense Budget. Agent shall be limited to an initial budget for Expenses of two hundred and fifty thousand dollars (\$250,000). The budget may be modified by mutual written agreement of the parties and, if required, approval of the Bankruptcy Court.

3) Approval Order. On or about _____, __, 2015, Trustee intends to file a motion with the United States Bankruptcy Court, which motion shall seek entry of an order approving this Agreement and authorizing Agent to perform the Marketing Services in accordance with the terms hereof (the "Approval Order"). The Approval Order shall provide, in a form reasonably satisfactory to the Trustee and Agent, among other things that:

- (i) this Agreement is approved in its entirety;
- (ii) Trustee and Agent shall be authorized to continue to take any and all actions as may be necessary or desirable to implement this Agreement;
- (iii) Agent shall be entitled to advertise the Emerald as free and clear of all liens, claims or encumbrances thereon;
- (iv) Agent shall have the right to use any documentation or information provided by the Trustee or any party it designates to act on its behalf ("Designee") for the purpose of performing the Marketing Services;
- (v) Agent, as agent for Trustee, is authorized to conduct, advertise, and otherwise promote the Sale as a trustee's sale, liquidation, or similar themed sale, or as set forth in the Sale Guidelines (as the same may be modified and approved by the Bankruptcy Court) and without regard to the Liquidation Sale Laws, subject to compliance with Approval Order;
- (vi) Agent shall be granted a limited license and right to use the trademarks, trade names, and logos relating to and used in connection with the Emerald throughout the Term, solely for the purpose of advertising the Sale in accordance with the terms of this Agreement;
- (vii) all newspapers and other advertising media in which the Sale is advertised shall be directed to accept the Approval Order as binding and to allow Trustee and Agent to consummate the transactions provided for in this Agreement, including, without limitation, conducting the Marketing Services in the manner contemplated by this Agreement;
- (viii) the Bankruptcy Court shall retain jurisdiction over the parties to enforce this Agreement;
- (ix) Agent shall not be liable for any claims against the Trustee other than as expressly provided for in this Agreement;
- (x) subject to Agent having satisfied its obligations hereunder, any amounts owed to Agent under this Agreement shall be granted the status of superpriority claims in Trustee's Bankruptcy Case pursuant to section 364(c) of the Bankruptcy Code senior to all other superpriority claims, including, without limitation, to the superpriority claims of the creditors, if any;
- (xi) Agent shall be granted a valid, binding, enforceable and perfected security interest without the necessity of filing financing statements to perfect the security interests;
- (xii) the Bankruptcy Court finds that time is of the essence in effectuating this Agreement and proceeding with the Marketing Services uninterrupted;
- (xiii) Trustee's decisions to (a) enter into this Agreement and (b) perform under and make payments required by this Agreement is a reasonable exercise of the Trustee's sound business judgment consistent with its fiduciary duties and is in the best interests of the bankruptcy estate, its creditors, and other parties in interest;

(xiv) this Agreement was negotiated in good faith and at arms' length between the Trustee and Agent and that Agent is entitled to the protection of the applicable provisions in Section 363 of the Bankruptcy Code;

(xv) Agent's performance under this Agreement will be, and payment of any Commission, under this Agreement will be made, in good faith and for valid business purposes and uses, as a consequence of which Agent is entitled to the protection and benefits of Sections 363(m) and 364(e) of the Bankruptcy Code; and

(xvi) in the event any of the provisions of the Approval Order are modified, amended or vacated by a subsequent order of the Bankruptcy Court or any other court, Agent shall be entitled to the protections provided in Sections 363(m) and 364(e) of the Bankruptcy Code, and no such appeal, modification, amendment or vacatur shall affect the validity and enforceability of the sale or the liens or priority authorized or created under this Agreement or the Approval Order.

4) Conduct of Marketing Services. Agent shall perform the Marketing Services in the name of and on behalf of Trustee in a commercially reasonable manner and in compliance with the terms of this Agreement and, except as modified by the Approval Order, all governing laws and applicable agreements to which Trustee is a party. Agent shall perform the Marketing Services in accordance with the Sale Guidelines, if any, annexed hereto as Exhibit ____ and approved by the Approval Order, whether such services shall be delivered by media advertising, email marketing, or other promotional materials. Trustee shall have the right to monitor the Marketing Services and activities attendant thereto so long as Trustee's monitoring does not unreasonably disrupt the Marketing Services. Agent agrees that Trustee will conduct the sale and Agent will remain, at all times, a service provider to Trustee for the limited purpose of providing the Marketing Services. Trustee will conduct the sale in accordance with the Sale Guidelines.

4.1) Right to advertise. Agent shall have the discretion to develop and use any advertising and promotional programs consistent with a Trustee's sale, and as otherwise provided in the Approval Order and the Sale Guidelines, if any, as and where applicable (including, without limitation, by means of media advertising, photo, audio, video, print advertisements, advertising on the Overstock.com website and similar marketing efforts).

4.2) Buyer Terms of Sale. Trustee, with the help of Agent if so requested, shall create terms and conditions dictating the policies and procedures that shall govern the sale of the Emerald ("Buyer Terms of Sale"). At all times throughout the Term, Agent shall provide access to such Buyer Terms of Sale. The Buyer Terms of Sale shall include, among other things, a statement that Agent will not warrant the Emerald in any manner.

4.3) Authority. Except as otherwise specifically provided in this Agreement, Agent shall have no authority, and shall not represent that it has any authority, to enter into any contract, agreement, or other arrangement or take any other action by or on behalf of Trustee, that would have the effect of creating any obligation or liability, present or contingent, on behalf of or for the account of Trustee without Trustee's prior written consent.

4.4) Taxes. Any taxes due and payable as a result of this Agreement shall be borne by the party to whom such tax is attributable. Agent shall have no further obligation to the Trustee, the buyer, any

taxing authority, or any other party, and Trustee shall indemnify and hold harmless Agent and its officers, directors, employees, agents and Supervisors (collectively, "Agent Indemnified Parties") from and against all claims, demands, assessments, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to the failure by Trustee or buyer to promptly pay such taxes to the proper taxing authorities and/or the failure by Trustee to promptly file with such taxing authorities all reports and other documents required by applicable law to be filed with or delivered to such taxing authorities.

5) Conditions Precedent to Agent's Obligations. The willingness of Agent to enter into the transactions contemplated under this Agreement is directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by Agent:

5.1) All representations and warranties of Trustee hereunder shall be true and correct in all material respects;

5.2) The Bankruptcy Court shall have entered the Approval Order, on or before _____, 2015;

5.3) Agent shall have performed an independent inspection and appraisal of the Emerald, on or before _____, 2015, the results of which must be satisfactory to Agent in order to proceed with the transactions contemplated. Agent shall have sole discretion to waive this condition.

6) Representations and Warranties.

6.1) Trustee's Representations, Warranties, and Covenants. Trustee hereby represents, warrants, and covenants in favor of Agent as follows:

6.1.1) Trustee (i) is a validly appointed bankruptcy trustee; (ii) has all requisite power and authority to enter into this Agreement, conduct the Sale and to carry on its business as presently conducted; and (iii) is, and during the Term will continue to be, duly authorized and qualified to do conduct its business.

6.1.2) Subject to the entry of the Approval Order, Trustee has the right, power, and authority to execute and deliver this Agreement and each other document and agreement contemplated hereby (collectively, together with this Agreement, the "Agency Documents") and to perform fully its obligations hereunder. Subject to the entry of the Approval Order, Trustee has taken all necessary actions required to authorize the execution, delivery, and performance of the Agency Documents, and no further consent or approval on the part of Trustee is required for Trustee to enter into and deliver the Agency Documents, to perform its obligations thereunder, and to consummate the Sale. Subject to the entry of the Approval Order, no court order or decree of any federal, state, local, or provincial governmental authority or regulatory body is in effect that would prevent or materially impair, or is required for Trustee's consummation of, the transactions contemplated by this Agreement, and no consent of any third party that has not been obtained is required therefor, except for any such consent the failure of which to be obtained could not reasonably be expected to have a material adverse effect on the ability of Trustee to execute and deliver this Agreement and perform fully its obligations hereunder. No contract or other agreement to which Trustee is a party or by which Trustee is otherwise bound will prevent or materially impair the consummation of the Sale and the other transactions contemplated by this Agreement.

6.1.3) Trustee has the right, and will own at all times during the Sale Term, the right to convey the Emerald free and clear of all liens, claims, and encumbrances of any nature. And Trustee shall not create, incur, assume, or suffer to exist any security interest, lien, or other charge or encumbrance upon or with respect to the Emerald or the Proceeds, in each case, except for such pre-existing liens and security interests as shall have been disclosed by Trustee to Agent and identified in Exhibit 11.1 (hereof, which liens and security interests shall, pursuant to the Approval Order, attach only to the Guaranteed Amount, the Sharing Amount, the Additional Agent Merchandise Fee, Expenses, and any other amounts payable to Trustee hereunder).

6.1.4) To the best of Trustee's knowledge, the Emerald is in material compliance with all applicable federal, state, and local laws, rules, and standards related to such goods.

6.1.5) Except for (i) the Bankruptcy Case and (ii) the matters set forth on Exhibit 6.1.5, no action, arbitration, suit, notice, or legal, administrative, or other proceeding before any court or governmental body has been instituted by or against Trustee or the Debtor, or has been settled or resolved, or to Trustee's knowledge, is threatened against or affects Trustee or Debtor, which if adversely determined, would adversely affect the conduct of the Marketing Efforts or the Sale.

6.1.6) To Trustee's knowledge, formed after reasonable inquiry, all documents, information and supplements provided by Trustee to Agent in connection with Agent's due diligence and the negotiation of this Agreement were true and accurate in all material respects at the time provided.

6.2) Agent's Representations and Warranties. Agent hereby represents, warrants, and covenants in favor of Trustee as follows:

6.2.1) Agent (i) is a corporation duly and validly existing and in good standing under the laws of the State of Delaware; (ii) has all requisite power and authority to carry on its business as presently conducted and to consummate the transactions contemplated hereby; and (iii) is and during the Sale Term will continue to be duly authorized and qualified as a foreign company to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification.

6.2.2) Agent has the right, power, and authority to execute and deliver each of the Agency Documents to which it is a party and to perform fully its obligations thereunder. Agent has taken all necessary actions required to authorize the execution, delivery, and performance of the Agency Documents, and no further consent or approval is required on the part of Agent for Agent to enter into and deliver the Agency Documents, to perform its obligations thereunder, and to consummate the Sale. Each of the Agency Documents has been duly executed and delivered by Agent and constitutes the legal, valid, and binding obligation of Agent enforceable in accordance with its terms. No court order or decree of any federal, provincial, state, or local governmental authority or regulatory body is in effect that would prevent or impair or is required for Agent's consummation of the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefor other than as provided herein. No contract or other agreement to which Agent is a party or by which Agent is otherwise bound will prevent or impair the consummation of the transactions contemplated by this Agreement.

6.2.3) No action, arbitration, suit, notice, or legal, administrative, or other proceeding before any court or governmental body has been instituted by or against Agent, or has been settled or resolved, or to Agent's knowledge, has been threatened against or affects Agent, which questions the validity of this Agreement or any action taken or to be taken by Agent in connection with this Agreement, or which if adversely determined, would have a material adverse effect upon Agent's ability to perform its obligations under this Agreement.

7) Indemnification.

7.1) Trustee Indemnification. Trustee shall indemnify and hold Agent and each Agent Indemnified Party harmless from and against all claims, demands, penalties, losses, liability, or damage, including, without limitation, reasonable attorneys' fees and expenses, asserted directly or indirectly against Agent resulting from or related to:

7.1.1) Trustee's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in any Agency Document;

7.1.2) any failure by Trustee to pay any Sales Taxes to the proper taxing authorities or to properly file with any taxing authorities any reports or documents required by applicable law to be filed in respect thereof;

7.1.3) any consumer warranty or products liability claims relating to the Emerald;

7.1.4) any liability or other claims asserted by creditors, Buyer, or potential buyers, or any other person against any Agent Indemnified Party;

7.1.5) the gross negligence or willful misconduct of Trustee or any of its officers, directors, employees, agents (other than Agent), or representatives.

The indemnification obligations set forth in this Section ____ shall be in addition to (and shall not limit) any other indemnification obligations of Trustee set forth in this Agreement.

7.2) Agent Indemnification. Agent shall indemnify and hold harmless Trustee and the Trustee Indemnified Parties from and against all claims, demands, penalties, losses, liability, or damage, including, without limitation, reasonable attorneys' fees and expenses, asserted directly or indirectly against Trustee resulting from or related to (including acts or omissions of persons or entities affiliated with or acting on behalf of Agent):

7.2.1) Agent's material breach of or failure to comply with any of its agreements, covenants, representations, or warranties contained in any Agency Document;

7.2.2) any claims by any party engaged by Agent as an employee or independent contractor arising out of such engagement;

7.2.3) the gross negligence, willful misconduct, or fraud of Agent or any of its officers, directors, employees, agents, or representatives; and

The indemnification obligations set forth in this Section ____ shall be in addition to (and shall not limit) any other indemnification obligations of Agent set forth in this Agreement.

8) LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES.

9) Agent's Security Interest. In consideration of and effective upon execution of this Agreement Trustee hereby grants to Agent first priority, senior security interests in and liens (subject to the subordination provisions set forth herein below) upon: (i) the Emerald; and (ii) the Proceeds to secure the full payment and performance of all obligations of Agent hereunder. Upon entry of the Approval Order, the security interest granted to the Agent hereunder shall be deemed properly perfected without the necessity of filing UCC-1 financing statements or any other documentation.

9.1) Without any further act by or on behalf of the Agent or any other party, the Agent's security interests and liens created hereunder are (i) validly created, (ii) effective upon entry of the Approval Order, perfected, and (iii) senior to all other liens and security interests. Trustee shall cooperate with Agent with respect to all filings (including, without limitation, UCC-1 financing statements) and other actions to the extent reasonably requested by Agent in connection with the security interests and liens granted under this Agreement.

10) Defaults.

The following shall constitute "Events of Default" hereunder:

10.1) Trustee's or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party; or

10.2) Any representation or warranty made by Trustee or Agent proves untrue in any material respect as of the date made or at any time and throughout the Sale Term; or

10.3) The filing of a motion by any party to convert or the conversion of the Bankruptcy Case to a case under another chapter of the Bankruptcy Code (other than chapter 7).

In the event of an Event of Default, the non-defaulting party (in the case of 10.1 or 10.2 above, or the Agent in the case of 10.3 above) may, in its discretion, elect to terminate this Agreement upon seven (7) business days' written notice to the other party and pursue any and all rights and remedies and damages resulting from such default hereunder in the event such cure is not effected by the defaulting party.

11) Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to conflicts of laws principles thereof. The parties hereto agree that the Bankruptcy Court (and the District Court and Circuit Court of Appeal with appellate jurisdiction over the Bankruptcy Court) shall retain exclusive jurisdiction to hear and finally determine any disputes arising from or under this Agreement, and by execution of this Agreement each party hereby irrevocably accepts and submits to the jurisdiction of such court with respect to any such action or proceeding and to service of process by certified mail, return receipt requested to the address listed above for each party.

12) Entire Agreement. This Agreement, the Exhibits hereto, and the Agency Documents (subject, in each instance, to the Approval Order) contain the entire agreement between the parties with respect to

the transactions contemplated hereby and supersede and cancel all prior agreements, including but not limited to all proposals, letters of intent, or representations, written or oral, with respect thereto.

13) Amendments. This Agreement, the Exhibits hereto, and the Agency Documents may not be modified except in a written instrument executed by each of the parties hereto.

14) No Waiver. No party's consent to or waiver of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

IN WITNESS WHEREOF, Agent and Trustee hereby execute this Agency Agreement as of the Effective Date.

Overstock.com, Inc. ("Agent")	Trustee
By: _____	By: _____
Name: _____	Jeri Coppa-Knudsen
Title: _____	U.S. Bankruptcy Trustee

Letter e-mailed to Steve Strenn
dated 2-4-2019 RE:
1-17-2019 subpoena for
production of Documents
produced on 1-28-2019
bate stamped ST001-ST050

EXHIBIT 3

EXHIBIT 3

Anthony G. Thomas
7725 Peavine Peak Court
Reno, NV 89523
Tel:(408) 640-2795
E-mail: atemerald2@gmail.com

Monday February 4st 2019.

Mr. Steve Stremmel
Stremmel Auctions
550 West Plumb Lane #406
Reno, NV 89523

Tel: (775) 787-7000
Fax: (775) 323-6445
URL: www.stremmelauctions.com

VIA E-MAIL: ssstremmel@aol.com

RE: RENO, NV U.S. BANKRUPTCY COURT CASE: 14-BK-50333-BTB
REQUEST TO CONFIRM DETAILS OF DOCUMENT PRODUCTION

Dear Mr. Steve Stremmel:

This letter is a follow up to the subpoena (copy attached) for production of documents that was issued by the U.S. Bankruptcy Court in Reno on 1-17-2019, that you responded to by delivering a sealed envelope on Monday January 24th 2019 to the Mary St. offices of LPS/Legal Process Service in Reno. Upon receiving the sealed envelope, I found 50 pages of documents that I have scanned and bated stamped in the upper right corner as STR01-STR050. I also received an 8 page color brochure. I have not included the 8 page color brochure in the documents below. Please confirm A.S.A.P that the documents below constitute the complete set of documents that you produced in response to the subpoena.

Yours truly,

/S/

Anthony G. Thomas

I Steve Stremmel hereby confirm that the documents bated stamped STR01-STR050 along with an 8 page color brochure are a complete set of the documents that I produced in response to the US Bankruptcy Court subpoena issued on 1-17-2019.

Date: _____

x

Steve Stremmel

-I-

B2570 (Form 2570 - Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

District of **NEVADA - RENO**In re **ANTHONY & WENDI THOMAS**

Debtor

(Complete if issued in an adversary proceeding)

Case No. **14-BK-50333-BTB**Chapter **7**

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)To: **Steve Stremmel - CEO of Stremmel Auctions - 200 S. Virginia St. - Reno, NV 89501**

(Name of person to whom the subpoena is directed)

☒ **Production:** YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: **All documents related to the auction of the Thomas Emerald including all US Mail, phone logs, voicemail recordings and/or transcripts, e-mails, receipts, evidence of travel to conferences, evidence of marketing**

PLACE
105 Mary Street - Reno, NV 89509

DATE AND TIME
Friday February 1st 2019 at 1pm

☐ **Inspection of Premises:** YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

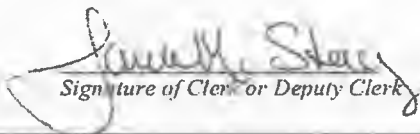
DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 2/17/19

CLERK OF COURT

OR



Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) **Debtor**
Anthony G. Thomas, who issues or requests this subpoena, are:

Anthony G. Thomas In Propria Persona - 7725 Peavine Peak Court - Reno, NV - (408) 640-2795**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

ST001



January 28, 2019

Dear Sirs:

Stremmel Auctions does not keep phone logs, or voice mail recordings/transcripts.


Steve Stremmel

From: hudson.stremmel@stremmel.com
Subject: Re: Nan Summerfield, SVP/Director, California Operations | Doyle Auction House
Date: August 21, 2017 at 10:44 PM
To: STEVE STREMMEL sstremmel@me.com

<http://channel.nationalgeographic.com/explorer/videos/the-bahia-emerald-story/>



The Bahia Emerald Story - Explorer Video - National Geographic Channel

channel.nationalgeographic.com

When a mine in Brazil uncovers one of the
biggest emeralds in the world, the stone
begins a mysterious ten year journey.

<http://www.latimes.com/local/lanow/la-me-ln--brazilian-bahia-emerald-20150625-story.html>



Federal judge halts release of massive Brazilian emerald

www.latimes.com

The more than six-year legal battle over
the Bahia Emerald seemed to have
reached a conclusion last month, when a
Los Angeles Superior Court judge finally
determined . . .

From: STEVE STREMMEL <sstremmel@me.com>
Sent: August 21, 2017 7:35:35 PM
To: hudson.stremmel

ST003

From: LEE info@leewasson.com
Subject: RE: She is a Work of Art - Press anywhere on this page
Date: October 31, 2017 at 12:38 PM
To: Steve Stremmel <stremmel@...>

Your Welcome Steve!

Ron is not a buyer for that piece but he may have one.

The Earrings are Gorgeous.

They are on the web site.

Price \$18,750 U.S.D.

Export, Shipping included.

Warmest, Lee

De: Steve Stremmel [mailto:stremmel@aol.com]
Enviado el: martes, 31 de octubre de 2017 02:16 p.m.
Para: LEE <info@leewasson.com>
Asunto: Re: She is a Work of Art - Press anywhere on this page

Thank you so much for your kindness anytime I get any jewelry with Emeralds their coming your way. If he buys you're going to get a bonus.
O/S how much are the earrings thank you so much

Sent from my iPhone

On Oct 31, 2017, at 11:36 AM, LEE info@leewasson.com wrote:

Hello Steve,

Lee Wasson here from Bogota Colombia.

You need to get actual photos of this specimen.

And then get in contact with Ron Pingnot out of Denver Colorado.

1-303- 378- 5706

He may even have a client for the rock.

Highly experienced, very knowledgeable, knows the market, TOP people to deal with.

Good luck,

Don't hesitate to call if I can be of further assistance.

Warmest regards, Lee





Hudson Stremmel <hudson@stremmelauctions.com>

Emerald in Reno

Claudia Florian <Claudia.Florian@bonhams.com>

Thu, Nov 2, 2017 at 11:04 PM

To: Hudson Stremmel <hudson@stremmelauctions.com>

Dear Hudson,

The size of this emerald crystal is extremely impressive--much more than many of the Bahia emeralds which we have handled in the past or which I have seen in Tucson. However, like most, it is completely opaque and not gem quality....so any appraisals you may have seen discussing the per carats value are not germane to the valuation of a mineral which would never be used as "cutting rough". It is a display specimen and it is impressive, but Bahia specimens will never be valued as highly as Muzo, Columbian specimens. I will need to see it in person to see if it could be stood up vertically with the aid of a stand or on its own. Vertical minerals often make more money than those which are horizontal.

Here is a link to a very large specimen I had that measured about 30 inches in length. It failed to sell in my last auction.

<http://www.bonhams.com/auctions/24039/lot/2109/>

and another which did **sell**:

<http://www.bonhams.com/auctions/19429/lot/1221/>

So I think the auction estimate I might quote on this present specimen is in the neighborhood of \$25,000-35,000 with a low reserve (or no reserve).

As I mentioned over the phone, my department would be happy to pay an introductory commission of 25% of the selling commission charged upon successful sale. The commission charged in my department is a flat 20% commission inclusive of insurance, photography and online listing.

Please let me know if you should have any further questions.

best wishes,

Claudia

Claudia Florian, GJG

Natural History Department

Co-consulting Director

323-899-1443 cellphone

From: Hudson Stremmel <hudson@stremmelauctions.com>

Sent: Tuesday, October 31, 2017 1:37:31 PM

To: Claudia Florian

Subject: Emerald in Reno

Excuse the poor photographs and setting, we had to improvise haha. Thank you for taking the time, and here is the emerald in Reno

Hudson



Hudson Stremmel <hudson@stremmelauctions.com>

Emerald Specimen Auction

Brian Greenstone <sales@finemineralia.com>

To: Hudson Stremmel <hudson@stremmelauctions.com>

Thu Feb 8 12:55:15 PM

Thanks! I've got mixed feeling on this thing because one one hand it's huge, but on the other hand it's kind of a mess - not a particularly good mineral specimen being that the terminations are destroyed and it's broken in several places. It needs a lot of lab work to make it presentable, and it's hard to tell if the emerald itself is even gemmy enough to be used as cutting rough (most Brazilian emerald is opaque and not usable as gem material). At first I thought I'd just pass on it, but then I figured what the heck... it's a low-ball offer which I'm sure you've already got higher ones for, but I'd take a gamble at \$1000. I'll have to put thousands more into shipping this thing around and having the lab work done on it and then mounted, so I figure when all is said and done I'll probably be \$6k into it which is about all I'd want to be.

So, as low as it is, my bid would be \$1000.

Thanks

-Brian

Brian Greenstone, Greenstone Fine Mineralia
brian@finemineralia.com
www.finemineralia.com
www.facebook.com/finemineralia

On Feb 7, 2018, at 11:54 AM, Hudson Stremmel <hudson@stremmelauctions.com> wrote:

Brian,

If I can make things easier for you, whether it be different photos or even a video, just let me know and it'll be on it's way.

The emerald measures roughly 11" in length on it's longest side, roughly 10.5" on it's shortest. It is roughly 3" in height and jets out about 2.5" from the matrix. It is in fact opaque.

If you were to win, we would be able to ship it out to you. We would proably need to get it crated, but after that is complete, we could send it on it's way. Of course you are able to pick up. Whatever is easiest we of course would try and make work.

If I can answer any additional questions or send anything additional your way, please don't hesitate to reach out.

Thank you again,
Hudson Stremmel
Stremmel Auctions
(775) 997-3612

ST007



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Color:

- Hue Bluish Green (no apparent dye)
- Tone Dark (7)
- Saturation Slightly Grayish (2)

Clarity:

- Transparency Semi-translucent to opaque
- Clarity Declassed

ST009

TRIED TO CONTACT -
NOT THERE

No Longer
there

CONFIDENTIAL
Date: 11/02/17

Prepared For: Joe Wendt
5441 Kietze Lane
2nd Floor
Reno, NV 89511

Emerald Crystal in Matrix

One mineral specimen consisting of one doubly terminated, re-healed beryl/emerald crystal embedded in matrix. The matrix is typical of that from Bahia, Brazil. The morphology and association is also typical of that from Bahia, Brazil. The specimen measures approximately 32 CM (L) x 6.6 CM (W) x 6 CM (D). There is a broken section, of beryl/emerald crystal located near the end of the large crystal and embedded in matrix of similar quality measuring approximately 47.06 MM (L) x 56.58 MM (W). The termination of the crystals are not fully visible due to the positioning within the matrix.

In addition to the two large crystals described above, there are multiple smaller white beryl crystals also embedded in the matrix. This combination of crystals is typical of Bahia, Brazil. (See attached excerpt from *Emerald and Other Beryls* by John Sinkankas).

Emerald Crystal in Matrix Attributes

Main Mineral Species/Variety: Beryl/Emerald Embedded in Matrix
Secondary Minerals: Beryl/Colorless

Shape:

- Crystal Habit Hexagonal
- Finish Good
- Matrix Biotite Schist
- Damage None
- Termination Typical flat with sharp edges
- Shape Type Elongated with good crystal faces

Source:

- Mine Unknown
- Country Brazil
- State Bahia

Size:

- Length 32 CM (approx.)
- Width 6.6 CM (approx.)
- Depth 6.6 CM (approx.)

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ST010

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Photographs



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ST011

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**Ringsrud Gemology**Telephone: 415 234 2474
Unit 128, Saratoga, CA 95071 USA**Emerald Report**

This report is based on the color nomenclature guidelines of the Colored Stone Grading System of the Gemological Institute of America (G.I.A.). Other technical guidelines followed are those of the AGTA - American Gem Trade Association.

This laboratory judges emeralds to the current industry standards of quality. The detailed description below is a verbal description using current nomenclature. Any deviation from the quality standards of the colored gemstone industry will be disclosed in a "comments" section. Further information and disclosures are contained on the reverse of this page.



Emerald Mineral Specimen: Hexagonal emerald on bed of gray-black mica schist. The emerald is approximately 34 cm. long. The color is a dark tone of a strongly saturated, very slightly yellowish-green and is semitranslucent to opaque. This color is considered to be typical of emeralds from Brazilian localities.

Measurements: Two emerald crystals intersect at the base and three out of six hexagonal faces are visible above the matrix. The main crystal is approx. 34 cm. long and 7.4 cm. wide; the second crystal is approx. 10 cm. long with the same width. Weight estimated by calculation is approx. 21,000 carats or 4200 grams. This measurement places this emerald crystal as one of the longest, if not THE largest such specimen in the world; it is certainly the longest.

Origin: Brazil

Heirloom Value: Extremely High - This rating addresses the piece's probable ability to command and maintain its high rarity, beauty and value in the future, generation after generation.

The items described above have been examined gemologically. The information recorded on this document represents our interpretation of results obtained from the use of gemological instruments as well as grading techniques based on the Color Grading System of the Gemological Institute of America. Document not valid without authorized signature.

Date: September 23, 2009

Signature: 

Legal Limitations

There are no limitations; the simple philosophy of direct communication and trust between client and purveyor has the immediate effect of negating the need for long legal limitations in small print. Ringsrud Gemology adheres to that philosophy and we stand behind our work.

Emerald Information

Small microscopic fissures are common to emerald due to their crystal nature and current mining methods. Since this is normal for almost all emeralds, small fissures are considered insignificant unless they affect the clarity grade or unless they appear on the surface of more than 20% of the facets of the stone. 20% is 9 or more facets in most emerald cuts (which usually have 41 facets).

In the processing that takes place during cutting and polishing, emerald fissures that reach the surface (if any) are masked with a colorless oil to reduce the visibility of those fissures. This simple and low-tech process is accepted by the gem industry and is called clarity enhancement which may be slight, moderate or significant. Most emeralds currently available in the trade are 'slight' or 'moderate'.

The final customer of this stone should note that the above mentioned enhancement affects clarity only. Emerald color is unenhanced and remains natural.

Every gemstone is unique - with its own series of internal and external characteristics. Fissures are counted and their location is taken into account. Cutting is judged and color concentrations are analyzed. The skilled grader takes into consideration the nature, location, and number of these characteristics to assign each stone its clarity grade and degree of enhancement. Color analysis is done by judging color observed through the crown of the stone under controlled lighting conditions.

Connoisseurship Disclosure

This report is limited, as are all certificates and reports, to objective criteria only. It is only meant to validate the genuineness and quality of the gemstone tested. The allure, timelessness, uniqueness, wholeness, and fineness of a gemstone are out of place on a scientific report and can only be experienced in quiet moments of simple undistracted visual appreciation of the stone. The purpose of the conclusions on the other side of this report is to attest to the genuineness and soundness of the stone, thereby putting the intellect at rest. When viewing the stone with a quiet intellect, a condition is created which allows the mind, heart and senses to deeply enjoy the wholeness and allure of the piece. This is the true definition of connoisseurship. A gem report or certificate is only the first small step towards that; this disclosure seeks to define this limitation.

True connoisseurship of a gem involves not only the intellect but also the heart (or in modern language: not only the left but also the right brain hemispheres); not only the objective but also the subjective. With critical objectivity taken care of by the report, the wholeness of the mind is free to identify with the wholeness of the gem. The definition of allure and wholeness, rather than sought in a dictionary, can be effortlessly experienced by gazing into a fine gem.

**Ringsrud Gemology**Telephone 415 254 2474
Fax 128, Sorolaga, CA 95071 USA

September 23, 2009

To Whom it may Concern,
Re: 21,000 carat Emerald Rough

In life, one is presented with both noble idealistic causes as well as a myriad of distractions. True-hearted adherence to the highest and noblest of causes however, is laudable; even to the extent that it depletes resources meant for other lesser things. This is the message of the Thomas Emerald – as one looks upon the beautiful green of the principle crystal one notices near it a dozen small white crystals. These crystals are beryl, and have no color because the formation of the large crystal consumed and depleted all of the vanadium and chromium atoms in the geologic environment during its formation. Atoms of chromium and vanadium are necessary for the creation of emerald; they provide the green color. All of these smaller crystals remain subsidiary to the main emerald crystal; the resources went first and foremost to it.

Geologic rarity is one of the most overlooked treasures of the planet. Connoisseurs appreciate the beauty and rarity of any well formed specimen of almost any mineral. This specimen, being an emerald, and being one of the largest in the world, is extremely rare and deserves to be the centerpiece of any museum display or collection. The fact that it tells a story is just more personality and rarity revealed. Indeed, the green color is often associated with growth, healing and noblesse oblige.

Ron Ringsrud

Legal Limitations

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Emerald Information

Small microscopic fissures are common to emerald due to their crystal nature and current mining methods. Since this is normal for almost all emeralds, small fissures are considered insignificant unless they affect the clarity grade or unless they appear on the surface of more than 15% of the facets of the stone. 15% is 6 or more facets in most emerald cuts (which usually have 41 facets).

In the processing that takes place after cutting and polishing, emerald fissures that reach the surface (if any) are masked with a colorless oil or resin to reduce the visibility of those fissures. This simple and low-tech process is accepted as normal by the gem industry and is called clarity enhancement which may be slight, moderate or significant. Enhancements are industry-accepted processes for fashioning, polishing and finishing a gemstone while 'treatments' are more invasive procedures to alter the gemstone appearance which require disclosure to the purchasing public.

The final customer for this stone should note that the above mentioned enhancement affects clarity only. Emerald color is unenhanced and remains natural.

Every gemstone is unique - with its own series of internal and external characteristics. Flaws are counted and their location is taken into account. Cutting and color concentrations are analyzed. The skilled grader takes into consideration the nature, location, and number of these characteristics to assign each stone its clarity grade and degree of enhancement. Color analysis is done by judging color observed through the crown of the stone under controlled lighting conditions.

Connoisseurship Disclosure

This report is limited, as are all certificates and reports, to objective criteria only. It is only meant to validate the genuineness and quality of the gemstone tested. The allure, uselessness, uniqueness, wholeness, and fineness of a gemstone are out of place on a scientific report and can only be experienced in quiet moments of simple undistracted visual appreciation of the stone. The purpose of the conclusions on the other side of this report is to attest to the genuineness and soundness of the stone, thereby putting the intellect at rest. When viewing the stone with a quiet intellect, a condition is created which allows the mind, heart and senses to deeply enjoy the wholeness and allure of the piece. This is the true definition of connoisseurship. A gem report or certificate is only the first small step towards that; this disclosure seeks to define this limitation.

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John World Forensics, LLC

Specialists in Rare and Unusual Gemstones and Minerals

8110 S. Houghton Road, Suite 158-145

Tucson, AZ 85747-4700

(520) 207-6888

DESCRIPTIVE REPORT
AND ESTIMATED MARKET VALUE

jnh World Forensics, LLC

Specialists in Rare and Unusual Gemstones and Minerals

8110 S. Houghton, Ste. 158-145

Tucson, AZ 85747

(520) 207-6080

Appraisal For: To Whom It May Concern
Proper Market: Collector Auction or Museum
Estimated Appraised Value: \$800 Million USD
Date: September 23, 2009

DESCRIPTIVE REPORT AND ESTIMATED APPRAISED VALUE

UPDATE

For a full understanding of the valuation of the "Thomas Emerald," it is first essential to read the original appraisal and descriptive reports issued by this author over the last several years, as well as all addenda thereto.

The accuracy of the Hoover Institute for the Study of Cycles, mentioned in the descriptive report and appraisal dated February 22, 2007, should be of special note. The Institute predicted the current "Great Recession," and also predicted that it would ultimately have a greater downward effect on the worldwide economy than the Great Depression of the 1930s.

In previous world cycles, the current economic position inevitably leads to a repositioning of assets into fine art, rarities, gems and jewelry, and other easily portable items in which great amounts of wealth can be concentrated in relatively small items.

Recent auction reports are bearing this out, as evidenced by the Christie's-London offering scheduled for December 8, 2009, of a work by Rembrandt that hasn't been seen by the public in 40 years (*New York Times*, Friday, September 18, 2009); among others.

ST018

Jurat

State of California

County of Santa ClaraSubscribed and sworn to (or affirmed) before me on this 23rd day of September
2009 by Ronald Ringsrud

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Gardema Gonzalez
Signature**OPTIONAL INFORMATION****DESCRIPTION OF THE ATTACHED DOCUMENT**Emerald Paper, Inc.
(State or description of document)

(File or description of attached document(s))

Number of Pages 1 Document Date 9/23

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats contained in California after January 1, 2001 must be in the form as set forth within this form. There are no exceptions. If a Jurat as set forth is completed does not follow this form, the notary must correct the wording by using a proper wording form using the correct wording or attaching a separate Jurat form such as did not which does contain proper wording. In addition, the notary must report on oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signers personally appeared before the notary public.
- Date of notary action must be the date that the signers personally appeared which even may be the same date the jurat process is completed.
- Print the name(s) of document signers who personally appear at the time of notary action.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically represent the impression must not cover text or lines. If seal impression smudges, re-ink it a sufficient area possible, otherwise complete a different Jurat form.
 - Additional information is not required but could help to ensure this jurat is not returned or stuck off in a different document.
 - Indicate the type of attached document, number of pages and date.
- Securely attach this document to the named document.

2008 Version CAPA v.1.9.05 800.873.0865 www.NotaryClawson.com

Thomas Emerald Appraisal
James R. Lytle, G.G., M.S.

APPRAISER'S BIO:

College-trained in geology, mineralogy, and archeology. Recorded as discoverer of first shamanistic burial find on Monterey Peninsula, S.F. Bay Area Archives (College of San Mateo Library). Two Master's degrees.

Turned to real estate in 1977. Appraised real estate in Los Angeles, 1978-79; attended required college courses for broker's license, before commencing gemological training. Gem dealer for five years prior to earning Graduate Gemology degree at Gemological Institute of America, Santa Monica, 1984. GIA stonecutting training, 1987.

Internationally-recognized emerald consultant/dealer. Published in trade journals; noted as one of three enhancement-detection experts in *Modern Jeweler* magazine, June 1989. Article on detection secrets and tricks published by *Accredited Gemologists Association Quarterly*, Summer/Fall 1998. Lecturer and workshop leader on country-of-origin, emerald formation, treatment-detection, and heat-alteration, for numerous appraisal and gemological organizations since late 1980s. Lead appraiser for Mel Fisher's group ("Treasure Salvors"), 1986-1990. Consulted to GIA Lab on Fisher's *Atocha* (shipwreck salvage) emeralds.

Buyer and seller of emerald rough in bulk since 1982. Have appraised for IRS. Member: National Association of Jewelry Appraisers, American Gemological Association, GIA Alumni Association.

Due to the fact that the world economy is essentially adrift at the current time, I believe that last year's estimate of 800 Million USD should remain, just as gold has remained hovering around \$1,000 per ounce throughout this same period.

Ultimately, a firm value will only be set when money or goods change hands.

As of this date, I estimate a potential value on the Thomas Emerald of approximately 800 Million USD.

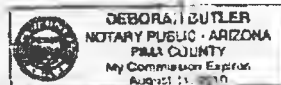
-END OF REPORT-


James B. Lytle, M.S., G.G. (GIA)

Date: 23 Sept 2009

Signed and sworn before me this date, September 23, 2009

Notary Public 



ST021

2º Tabelão de Notas - Manual Direção de
Rua Ruy Faria, 5573 - 12º andar - São Paulo - SP
Cep 01220-010 - Fone: (011) 232-8044 - Fax: (011) 232-8045

RECONHECO POR SEMELHANÇA 0001 F. 11/11/2001
DIMITRI PARASKEVOPULOS
São Paulo, 14/11/2001
R6888888,83 EM 14/11/2001

ABRIL 2002
VALOR EM LINGUAGEM 345677

TANIA DE FREITAS
Escritor(a) Autorizada

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RECONHECIMENTO FEITO NOS TERMOS DO
PROVIMENTO N.º 29/80 DA CORREGEDORIA
GERAL DA JUSTIÇA DO ESTADO DE SÃO PAULO.
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True copy of Text of Appraisal from Harrison Steele Partners PP dtd 12/3/06

QUOTE . . .

Harrison Steele Partners P.P.

Date: December 3, 2006

To Whom It May Concern:

APPRAISAL OF EMERALD SPECIMEN

APPRAISER'S EXPERIENCE

I have worked in the field of valuation science, gemology and economics for over 34 years. This includes studying many emerald crystals; I have learned a great deal from mines in Brazil and Colombia. I have spent a great number of late hours with others who share my interest in emeralds, emerald formations, emerald treatments and emerald valuation. I have also debated the finer points of emerald growth and formation as affects durability and value based on color, shape, termination, intrusion of other minerals such as calcite, etc.

With my economic experience added to this, and the apparent deflationary times lurking ahead, I judge myself to be more than well-qualified to offer an opinion of the unique 21,000 ct crystal under consideration, known currently as the "Thomas Emerald."

GEMOLOGICAL SPECIFICATIONS AND OPINION OF VALUE

ORIGIN: Brazil.

FORMATION: This is a well-formed hexagonal emerald, resting in a bed of grey-black mica schist. The crystal is approximately 34 cm long. The tone rating is a dark, strongly saturated hue. The color rating is a very slightly yellowish-green and is semi-transparent to opaque.

Two emerald crystals intersect at the base and three out of six hexagonal faces are visible above the matrix. The main crystal is approximately 34 cm long and 7.4 cm wide; the second crystal is approximately 10 cm long with the same width. The weight estimation was done by calculation (the only appropriate method in this case) and yields a result of approximately 21,000 carats, or 4,200 grams. These measurements place this emerald

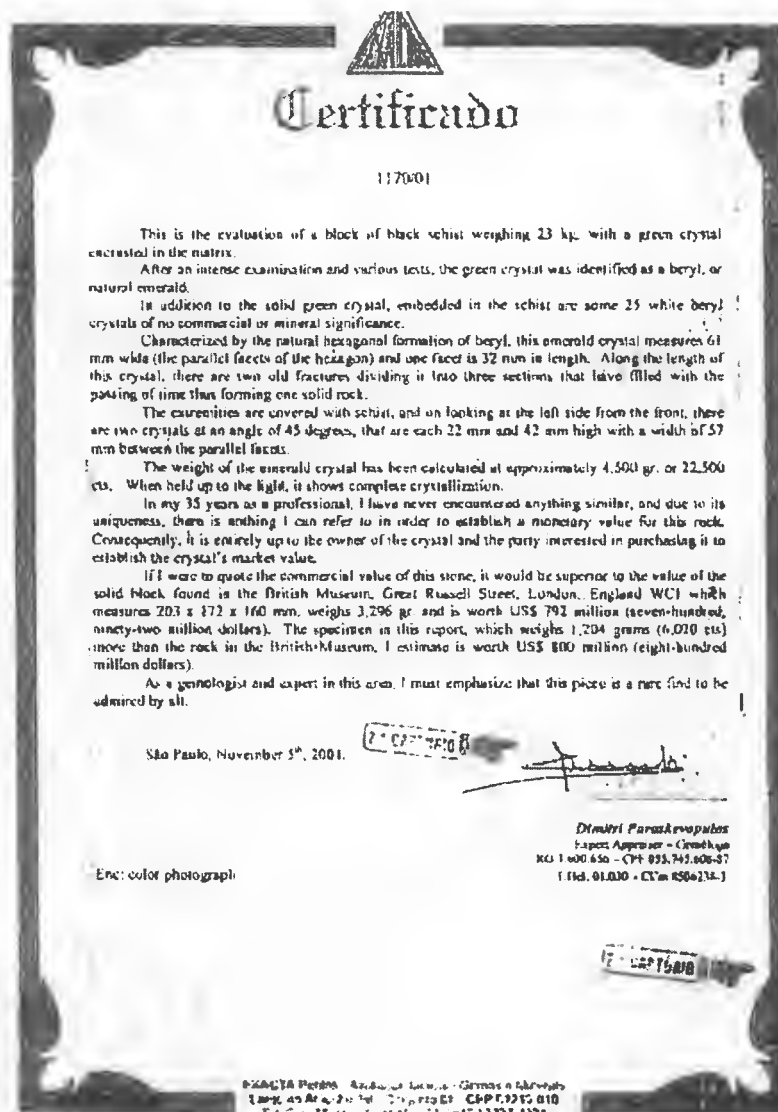
among the largest known specimens in the world, if not the absolute largest. It is, without a doubt, the longest.

SALES MARKET FOR HIGHEST AND BEST USE: Collectors and Museums.
It is my opinion that this emerald should not be sold outside of the aforementioned marketplace.

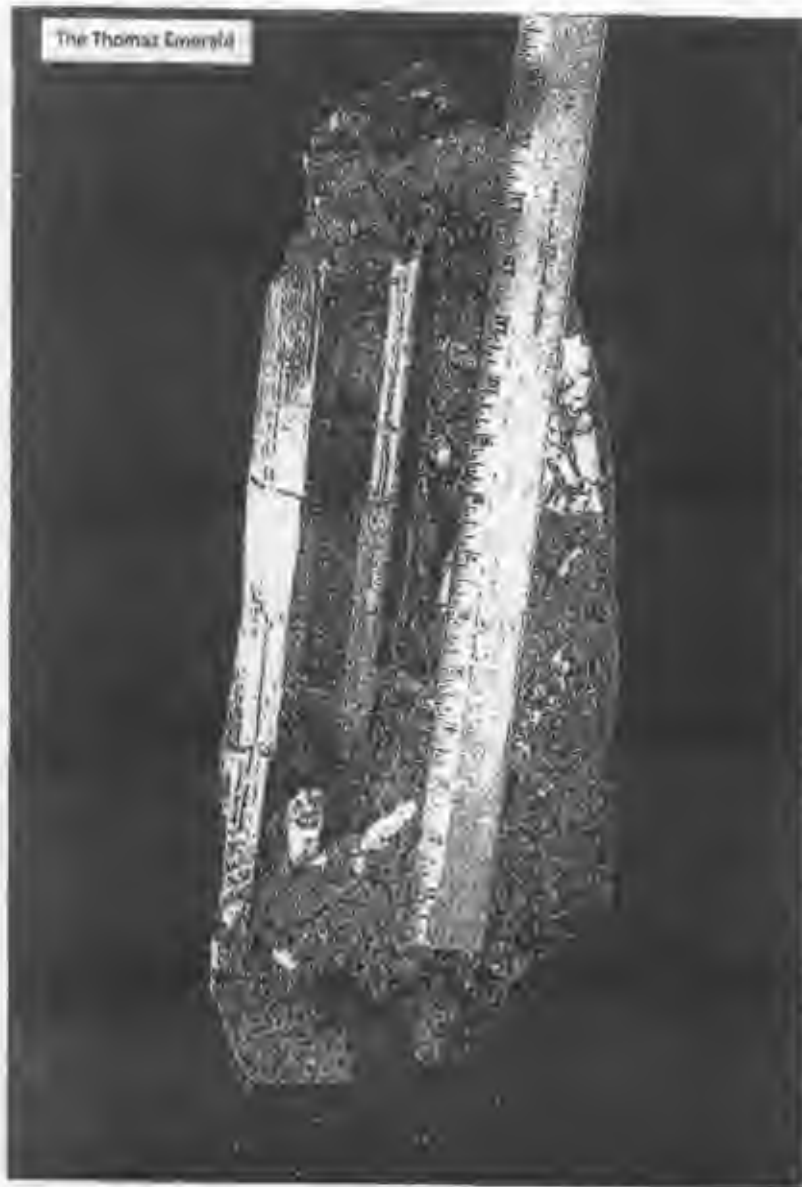
OPINION OF ESTIMATED APPRAISED VALUE: The only comparable emerald crystal now known is the 3,296 gram crystal in the British Museum. This falls 1,204 grams short of the Thomas Emerald. This crystal was valued at \$792 million USD in 2001. Considering this and all other determinable variables, including the effects of deflation on Current Value, I can place this specimen within a modal range of approximately \$650-750 million US Dollars on the date of this appraisal. This modal range is valid only on the date of signing, and does not include any taxes, auction fees, or other such fees that are sometimes assessed in a monetary exchange.

Dr. Stephen H. Steele
Managing Partner
Harrison Steele Partners
P.O. Box 24841
Chattanooga, TN 37422
HarrisonSteelePartners@yahoo.com

... UNQUOTE



ST025



14

ST026

79900 6672 04718 G

STEVE STREMMEL
1335 DARTMOUTH DR
RENO NV 89509-3298

Account nu

\$

Amount Enclosed

Make your check payable to: Chase Card Service

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Rapid RewardsManage your account online:
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Chase Mobile app today**ACCOUNT SUMMARY**

Account Number [REDACTED]

Previous Balance [REDACTED]

Payment, Credits [REDACTED]

Purchases [REDACTED]

Cash Advances \$0.00

Balance Transfers \$0.00

Fees Charged \$0.00

Interest Charged \$0.00

New Balance [REDACTED]

Opening/Closing Date 01/17/18 - 02/18/18

Credit Access Line [REDACTED]

Available Credit [REDACTED]

Cash Access Line [REDACTED]

Available for Cash [REDACTED]

Past Due Amount \$0.00

Balance over the Credit Access Line \$0.00

PAYMENT INFORMATION

New Balance [REDACTED]

Payment Due Date [REDACTED]

Minimum Payment Due [REDACTED]

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make an additional charge using this card and each month you pay...	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	92 years	\$18,791
50%	9 years	\$10,246 (Savings=\$8,525)

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STEVE STREMMEL
STREMMEL AUCTIONS
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RENO NV 89509-3408

Account number

Amount Enclosed

Make your check payable to: Chase Card Services

HUDSON

CARDMEMBER SERVICE
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PALATINE IL 60064-4014

5000 160 28 1595 2073 1866 21

Southwest
Rapid RewardsManage your account online:
www.chase.com/SouthwestCustomer Service:
1-800-345-5538Mobile: Download the
Chase Mobile app today**ACCOUNT SUMMARY**

Account Num	
Previous Balance	
Payment, Credits	
Purchases	
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	
Opening/Closing Date	01/22/18 - 02/21/18
Revolving Credit Amount	
Available Credit	
Cash Access Line	
Available for Cash	
Past Due Amount	\$0.00
Balance Transfer Fee	\$0.00

PAYMENT INFORMATION

New Balance	
Payment Due Date	
Minimum Payment Due	
Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.	
Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.	

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	1-800-FLY-SWA or visit www.southwest.com to book
	flights

among the largest known specimens in the world, if not the absolute largest. It is, without a doubt, the longest.

SALES MARKET FOR HIGHEST AND BEST USE: Collectors and Museums.
It is my opinion that this emerald should not be sold outside of the aforementioned marketplace.

OPINION OF ESTIMATED APPRAISED VALUE: The only comparable emerald crystal now known is the 3,296 gram crystal in the British Museum. This falls 1,204 grams short of the Thomas Emerald. This crystal was valued at \$792 million USD in 2001. Considering this and all other determinable variables, including the effects of deflation on Current Value, I can place this specimen within a modal range of approximately \$650-750 million US Dollars on the date of this appraisal. This modal range is valid only on the date of signing, and does not include any taxes, auction fees, or other such fees that are sometimes assessed in a monetary exchange.

Dr. Stephen H. Steele
Managing Partner
Harrison Steele Partners
P.O. Box 24841
Chattanooga, TN 37422
HarrisonSteelePartners@Yahoo.com

UNQUOTE

True copy of Text of Appraisal from Harrison Steele Partners PP dtd 12/3/06

QUOTE . . .

Harrison Steele Partners P.P.

Date: December 3, 2006

To Whom It May Concern:

APPRAISAL OF EMERALD SPECIMEN

APPRAISER'S EXPERIENCE

I have worked in the field of valuation science, gemology and economics for over 34 years. This includes studying many emerald crystals; I have learned a great deal from mines in Brazil and Colombia. I have spent a great number of late hours with others who share my interest in emeralds, emerald formations, emerald treatments and emerald valuation.

I have also debated the finer points of emerald growth and formation as affects durability and value based on color, shape, termination, intrusion of other minerals such as calcite, etc.

With my economic experience added to this, and the apparent deflationary times lurking ahead, I judge myself to be more than well-qualified to offer an opinion of the unique 21,000 ct crystal under consideration, known currently as the "Thomas Emerald."

GEMOLOGICAL SPECIFICATIONS AND OPINION OF VALUE

ORIGIN: Brazil.

FORMATION: This is a well-formed hexagonal emerald, resting in a bed of grey-black mica schist. The crystal is approximately 34 cm long. The tone rating is a dark, strongly saturated hue. The color rating is a very slightly yellowish-green and is semi-transparent to opaque.

Two emerald crystals intersect at the base and three out of six hexagonal faces are visible above the matrix. The main crystal is approximately 34 cm long and 7.4 cm wide; the second crystal is approximately 10 cm long with the same width. The weight estimation was done by calculation (the only appropriate method in this case) and yields a result of approximately 21,000 carats, or 4,200 grams. These measurements place this emerald

ST030

From: **Steve Stremmel** ssstremmel@stremmel.com
Subject: **Emerald Auction**
Date: **February 20, 2018 at 11:47 AM**
To: jerry@stonehouseplus.com

We are auctioning off a 51 pound emerald on behalf of the United States Bankruptcy Court.
sstremmelauctions.com

Thank you for you time Steve Stremmel

ST031



44

ST032

From: Customer Service - Blue Nile <service@bluenile.com>
Subject: RE: Emerald Auction
Date: February 20, 2018 at 11:48 AM
To: [REDACTED]

Hello!

Thank you for contacting Blue Nile. We have a team of Diamond & Jewelry Consultants working 24/7 to assist our customers, but please allow up to 24 hours for us to respond to your inquiry via email.

For immediate assistance, please call us at 888.565.7610 or use our Livechat service (if available in your area).

Our website is a great place to start if you'd like to look for answers on your own.

Find information about popular inquiries in our FAQ:
<http://www.bluenile.com/faq>

Questions about our policies, such as warranty, shipping, or returns? Interested in style guides for bracelets and wedding rings? Curious about the difference between white gold and platinum? Visit our help guides here:
<https://www.bluenile.com/inside-bluenile/help>

Checking an order status? Start here:
<https://secure.bluenile.com/order-status.htm>
(Keep in mind that most shipments will not appear in the carrier's system until 8 PM EST.)

If you would like to set up a return for refund on an item under \$500, we offer online returns here:
<https://secure.bluenile.com/accounts/account-returns-center.html>

(If your item is over \$500, please call us or use Livechat. We're happy to assist.)

Thanks again for reaching out to us. We look forward to helping you with your inquiry very soon.

-71-

ST033

From: International Gem Society LLC support@igemsociety.org
Subject: Message Received - Emerald Auction (via GemSociety.org Contact Form)
Date: February 20, 2016 at 2:10 PM
To: sstrommel@icloud.com

Dear Sstrommel,

We would like to acknowledge that we have received your message.

A support representative will be reviewing your request. We do our best to reply within one business day.

Thank you.

Sincerely,
Support Team

3/7/12

jnh World Forensics, LLC
Specialists in Rare and Unusual Gemstones and Minerals
8110 S. Houghton Road, Suite 158-145
Tucson, AZ 85747-4700
(520) 207-6888

DESCRIPTIVE REPORT
AND ESTIMATED MARKET VALUE

From: Steve Strommel ssstrommel@comcast.net
Subject: Fwd: Emerald Auction
Date: February 26, 2018 at 8:20 AM
To: Forrest Snowden forrest.snowden@nra.gov

2006年12月15日

FIGURE 1 The effect of the number of nodes on the number of nodes in the network.

Phone: 415.435.7272 Fax: 415.435.7273

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1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

作者：張其成

Sure, please feel free to call him & I regarding that and on.

Chen,

| Category | Number of cases | Percentage of cases |
|----------|-----------------|---------------------|
| Male | 10 | 100% |
| Female | 0 | 0% |
| Total | 10 | 100% |

APR 1999

Mobile: +1-202-213-1916

~~Exp. number~~

Facebook Twitter LinkedIn Google+

2006 年 12 月 31 日 2007 年 12 月 31 日

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If the order of the r process is not the intended sequence, you are hereby notified that the r process is not the intended sequence.

C: 2018-17 19 20:52, Siehe Stammbaum etc

On Feb 28, 2019, at 12:51 PM, Forrest Swenson <forrestswenson@comcast.net> wrote:
Jim, can you check out Weekly BS, but never know.

With this is typical for oversized groups in the end

Former Snowden
 Phone: +1 202 233 7225
 Email: www@arabians.com

Sent from [BlueMail](#)
On Feb 20, 2012, at 2:50 PM, Steve Sherman <stevesherman@aol.com> wrote:

¹⁰ Thank you for using the State Statemart!

jnh World Forensics, LLC

Specialists in Rare and Unusual Gemstones and Minerals

8110 S. Houghton, Ste. 158-145

Tucson, AZ 85747

(520) 207-6088

Appraisal For: To Whom It May Concern
Proper Market: Collector or Auction or Museum
Estimated Appraised Value: \$800 Million USD
Date: September 22, 2009

DESCRIPTIVE REPORT AND ESTIMATED APPRAISED VALUEUPDATE

For a full understanding of the valuation of the "Thomas Emerald," it is first essential to read the original appraisal and descriptive reports issued by this author over the last several years, as well as all addenda thereto.

The accuracy of the Hoover Institute for the Study of Cycles, mentioned in the descriptive report and appraisal dated February 22, 2007, should be of special note. The Institute predicted the current "Great Recession," and also predicted that it would ultimately have a greater downward effect on the worldwide economy than the Great Depression of the 1930s.

In previous world cycles, the current economic position inevitably leads to a repositioning of assets into fine art, rarities, gems and jewelry, and other easily portable items in which great amounts of wealth can be concentrated in relatively small items.

Recent auction reports are bearing this out, as evidenced by the Christie's-London offering scheduled for December 8, 2009, of a work by Rembrandt that hasn't been seen by the public in 40 years (*New York Times*, Friday, September 18, 2009); among others.

Due to the fact that the world economy is essentially adrift at the current time, I believe that last year's estimate of 800 Million USD should remain, just as gold has remained hovering around \$1,000 per ounce throughout this same period.

Ultimately, a firm value will only be set when money or goods change hands.

As of this date, I estimate a potential value on the Thomas Emerald of approximately 800 Million USD.

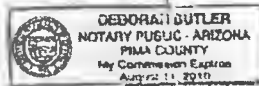
-END OF REPORT-


James B. Lyne, M.S., CG (GIA)

Date: 23 Sept. 2009

Signed and sworn before me this date, September 23, 2009

Notary Public 



Thomas Emerald Appraisal
James R. Lytle, G.G., M.S.

APPRAISER'S BIO:

College-trained in geology, mineralogy, and archeology. Recorded as discoverer of first shamanistic burial find on Monterey Peninsula, S.F. Bay Area Archives (College of San Mateo library). Two Master's degrees.

Turned to real estate in 1977. Appraised real estate in Los Angeles, 1978-79; attended required college courses for broker's license, before commencing gemological training. Gem dealer for five years prior to earning Graduate Gemology degree at Gemological Institute of America, Santa Monica, 1984. GIA stonecutter training, 1987.

Internationally-recognized emerald consultant/dealer. Published in trade journals; noted as one of three enhancement-detection experts in *Modern Jeweler* magazine, June 1989. Article on detection secrets and tricks published by *Accredited Gemologists Association Quarterly*, Summer/Fall 1998. Lecturer and workshop leader on country-of-origin, emerald formation, treatment-detection, and heat-alteration, for numerous appraisal and gemological organizations since late 1980s. Lead appraiser for Mel Fisher's group ("Treasure Salvors"), 1986-1990. Consulted to GIA Lab on Fisher's *Atocha* (shipwreck salvage) emeralds.

Buyer and seller of emerald rough in bulk since 1982. Have appraised for IRS. Member: National Association of Jewelry Appraisers, American Gemological Association, GIA Alumni Association.

From: Steve Stremmel ssstremmel@aol.com

Subject: Fwd: Emerald

Date: [REDACTED]

1 [REDACTED] knudson@stremmel.com, COPPA-KNUDSON JERI renabthustee@stremmel.com

Begin forwarded message:

From: Hudson Stremmel hudson@stremmel.com

Subject: Fwd: Emerald

Date: March 9, 2018 at 11:31:43 AM PST

To: ssstremmel@aol.com

Here are the pictures for the emerald

Begin forwarded message:

From: Asa Glimore asa@stremmel.com

Date: March 9, 2018 at 11:15:19 AM PST

To: Hudson Stremmel hudson@stremmel.com

Subject: Emerald

Hello Hudson,

 StremmelAuction-Emerald20180308-0001.jpg

 StremmelAuction-Emerald20180308-0002.jpg

 StremmelAuction-Emerald20180308-0003.jpg

 StremmelAuction-Emerald20180308-0004.jpg

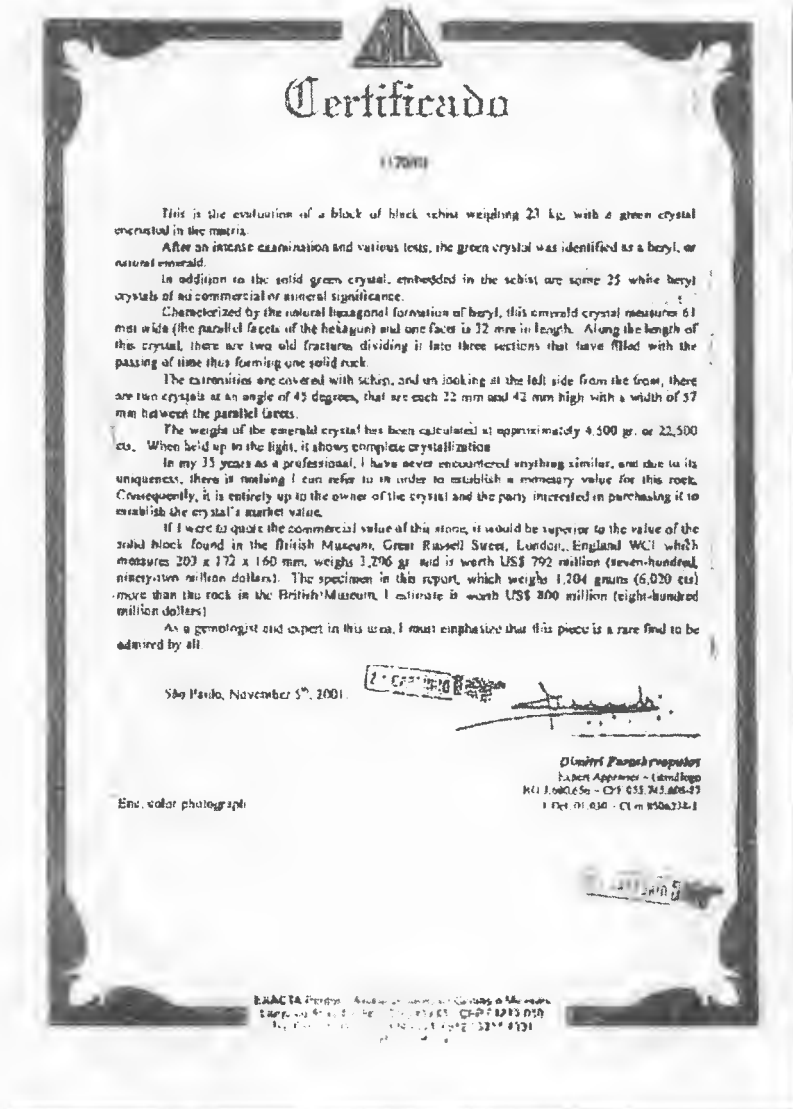
 StremmelAuction-Emerald20180308-0005.jpg

 StremmelAuction-Emerald20180308-0006.jpg

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 StremmelAuction-Emerald20180308-0008.jpg

 StremmelAuction-Emerald20180308-0009.jpg



ST041

| | |
|------------------|---------------|
| Subtotal | 200.00 |
| Tax | 0.00 |
| Total | 200.00 |
| Amount Paid | 0.00 |
| Amount Due (USD) | \$200.00 |

Terms
For full terms, please see <http://www.magnumare.com/terms.pdf>

ST042

 StremmelAuction-Emerald20180308-0010.jpg

 StremmelAuction-Emerald20180308-0011.jpg

 StremmelAuction-Emerald20180308-0012.jpg

 StremmelAuction-Emerald20180308-0013.jpg

 StremmelAuction-Emerald20180308-0014.jpg

 StremmelAuction-Emerald20180308-0015.jpg

 StremmelAuction-Emerald20180308-0016.jpg

www.asagilmore.com


Asa Gilmore, Ag LLC PO Box 21492
 7755307151 Reno, Nevada
 89515
 United States

Billed To
 Hudson Stremmel
 Stremmel Auctions

Date of Issue
 03/09/2018

Invoice Number
 05454

Amount Due
\$200.00

Due Date
 04/09/2018

| Description | Rate | Qty | Line Total |
|----------------------------|---------|-----|------------|
| Studio photography Emerald | \$80.00 | 1 | \$200.00 |

- 81 -

From: Emerald Expositions EmeraldExpositions@emeraldexpo.com
Subject: Updated Privacy Policy and Terms of Use
Date: May 23, 2018 at 6:54 PM
To: SSTRMMEL@aol.com SSTRMMEL@aol.com



We value your privacy and are updating our Privacy Policy and Terms of Use to make them even more understandable and transparent. Here's a brief summary of the changes:

- Our Privacy Policy and Terms of Use reflect recent changes to data protection laws and provide additional clarity regarding how we collect, store and process your information.
- GDPR: On May 25, 2018, the General Data Protection Regulation ("GDPR") takes effect. The GDPR gives individuals in the European Union ("EU") greater control over how their personal data is used and places certain obligations on businesses that process their personal data. We've updated our Privacy Policy to account for the new requirements of the GDPR.

Our updated Privacy Policy and Terms of Use (which we encourage you to read) will go into effect on May 25, 2018.

Please submit any questions to privacy@emeraldexpo.com

Thank you for your continued support of Emerald Expositions.

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<https://www.emeraldexpo.com>

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ST044

Gmail

Hudson Stremmel <hudson@stremmelauctions.com>

Emerald Specimen Bankruptcy Auction

Monica Kitt <monica@irocks.com>
To: hudson@stremmelauctions.com

Wed, Oct 24, 2018 at 9:26 AM

It's always a little confusing to me when gem appraisers are used as experts to appraise crystal specimens! Interesting reports.

Good luck!

[Quoted text hidden]

ST045



Hudson Stremmel <hudson@stremmelauctions.com>

Emerald Specimen Bankruptcy Auction

Monica Kitt <monica@irocks.com>

To: hudson@stremmelauctions.com

Cc: "gallery@irocks.com" <gallery@irocks.com>

2018-03-15 10:43 PM

Thanks Hudson -

Tough sell for our market, but best of luck.

Quick note - I was curious who did the appraisals and tried to view them - they both direct to files hosted directly on someone's computer on your side and aren't hosted anywhere - maybe you recognize the user that would be msusu as seen below.

file:///C:/Users/msusu/Desktop/specimen%20#2%20(1).pdf

Best,
Monica

[Quoted text hidden]

--

Monica Kitt
E: monica@iRocks.com
C: (972) 437-2492 x 205
C: (972) 523-8426

The Arkenstone | www.iRocks.com
Fine Minerals and Crystals
PO Box 830460, Richardson, TX 75083

Love minerals? Join our mailing list for updates when we post new minerals for sale, announce show dates, or host special events.



Hudson Stremmel <hudson@stremmelauctions.com>

Emerald

Jacques van den Berg <jacques@minfind.com>
To: Hudson Stremmel <hudson@stremmelauctions.com>

20:26:26 PM

Hi Hudson,

I managed to access your images.

In my humble opinion, this specimen as presented will not fetch \$250.

I am not trying to be facetious, at all.

I can try and help you, but it is up to you.

Regards
Jacques

On 25 Oct 2018, at 20:26, Hudson Stremmel <hudson@stremmelauctions.com> wrote:

[Quoted text hidden]

<RINGSRUD GEMOLOGY REPORT pdf><specimen #2 (1).pdf><specimen #1.pdf>


ST047

Pentagon you cotton
 Denver Sam
 Gens n y
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 Stone house Sam 888.565 7610
 Sam Flint
 Arica
 Four wire
 Denver
 West Double
 Gila 800.421.7250
 Emeralds lot
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 Tommy Rocks
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 Gemstone Universe

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 crystal
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ST048



Stremmel Auctions
 200 South Virginia
 Reno, NV 89501
 Date(s) 10/30/2018 - 11/15/2018
 Online only beginning 10.30.18-11.15.18

Bidding Notice: This is an online only auction. All bidding will take place over the internet. This will be a timed auction. Each item will end at a certain time, similar to the way Ebay conducts a sale. To prevent from being "sniped" it is necessary for the highest and best bid to be placed prior to the close of the item.

▲ Auction Information

Name Emerald Specimen from Bahia, Brazil
Auctioneer Stremmel Auctions
Type Online-Only Auction
Date(s) 10/30/2018 - 11/15/2018
 Online only beginning 10.30.18-11.15.18
Preview Date/Time By Appointment Only
Checkout Date/Time Immediately following the conclusion of the auction.
Location 200 South Virginia
 Reno, NV 89501
Buyer Premium Buyers Premium 13%, Cash Discount 3%=10%
Description By order of the United States Bankruptcy Court, the online auction for a Brazilian Emerald Specimen will begin on October 30, 2018 and conclude November 15, 2018. All bids are subject to court approval.

▼ Terms and Conditions

▼ Bid Increments

▼ Payment Information

▼ Shipping / Pick Up

© 2019 Stremmel Auctions



ST049

7/16

Smithsonian Institute
202 U33-1000
Washington D.C.
Genological Institute America
Sec. 805-6500

88-

ST050

From: Ron Ringerud [mailto:rringerud@emeraldmine.com]
Subject: Re: Tony Thomas Emerald
Date: September 5, 2018 at 9:42 AM
To: Steve Stremmel [mailto:ssstremmel@aol.com]

My one guy in Japan said thanks but no thanks.
I really have no other possibility.

The dream has shattered.
It is now a puff of smoke.

RR

On Sep 5, 2018, at 9:12 AM, Steve Stremmel [mailto:ssstremmel@aol.com] wrote:

Did you get the pictures and is this "boat anchor" worth anything? Thanks Steve Stremmel, Stremmel
Auctions, 775-787-7000

Request for Judicial Notice
2008 Florida Replevin Action

EXHIBIT 4

EXHIBIT 4

IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

KENMARK VENTURES, LLC,
a California limited liability company,

Plaintiff,

CASE NO.

vs.

SARASOTA VAULT DEPOSITORY, INC.,
a Florida corporation,

Defendant.

COMPLAINT FOR REPLEVIN

Plaintiff, KENMARK VENTURES, LLC, a California limited liability company
(hereinafter referred to as "KENMARK") sues defendant, SARASOTA VAULT DEPOSITORY,
INC., a Florida corporation (hereinafter referred to as "SARASOTA VAULT") and states:

1. This is an action to recover possession of personal property ~~that~~ exceeds \$15,000
in value, which property is located, upon information and belief, in Sarasota County, Florida.

2. The description of the personal property ~~sought~~ to be replevined is:

that certain uncut emerald weighing over 21
thousand carats ("Emerald").

To the best of Kenmark's knowledge, information and belief, the value of the personal property
sought to be replevined exceeds \$500,000,000.00.

3. Kenmark is entitled to possession of the property because Kenmark holds a valid
and enforceable security interest in the Emerald, as evidenced by the UCC-1 attached hereto and
incorporated herein as *Exhibit A*. The security interest in the Emerald was given by Tony

Thomas, the owner of the Emerald, pursuant to a security agreement which is attached hereto and incorporated herein as *Exhibit B*. Mr. Thomas has defaulted under his obligations which created the security interest in the Emerald.

4. To the best of Kenmark's knowledge, information and belief, the property is located at 640 South Washington Boulevard, Suite 175, Sarasota, Florida.

5. Upon information and belief, the property is currently being wrongfully detained by Sarasota Vault Depository, Inc. Sarasota Vault came into possession of the property when Kenmark permitted Tony Thomas to transfer the Emerald to Sarasota Vault Depository, Inc. in Sarasota, Florida for the sole and limited purpose of potentially effectuating the sale of the Emerald.

6. Tony Thomas, upon information and belief, was unable to sell the Emerald. Upon information and believe Sarasota Vault remains in possession of the Emerald contrary to Kenmark's right of current possession of the Emerald as provided by the Security Agreement.

7. On November 25, 2008, Kenmark, through its attorneys, made demand on Sarasota Vault Depository, Inc. to confirm ~~that~~ it was still in possession of the Emerald and that they would maintain possession, custody and control of the Emerald until such time as a Court determines the parties' respective entitlements to the Emerald. A copy of that letter is attached hereto as *Exhibit C*. To date, Kenmark and its attorneys have received no response to Exhibit C.

8. The property has not been taken for any tax assessment or fine pursuant to law.

9. The property has not been taken under an execution or attachment against Kenmark's property.

WHEREFORE, Kenmark demands judgment for possession of the Emerald, plus costs in pursuing this action.



Martin Garcia
Florida Bar No. 0817597
Hunter W. Carroll
Florida Bar No. 0297630
Matthews, Eastmoore, Hardy,
Crauwels & Garcia, P.A.
1777 Main Street, Suite 500
Sarasota, Florida 34236
(941) 366-8888
(941) 954-7777 - Facsimile
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I Paul S. Mula Jr. certify that I am an adult, over the age of 18 years, not a party to the action herein who resides in Santa Clara County, California. I caused to be served the following documents via e-mail to the following persons as listed below from my e-mail address of pauly_p_78@yahoo.com as follows:

DOCUMENTS SERVED:

1. OPPOSITION TO SALE OF EMERALD
2. DECLARATION OF ANTHONY THOMAS IN OPPOSITION TO SALE & IN SUPPORT OF MOTION FOR JUDICIAL NOTICE
3. DECLARATION OF PAUL S. MULA IN OPPOSITION TO SALE
4. NOTICE OF MOTION TAKING JUDICIAL NOTICE OF LAW & FACTS
5. [PROPOSED] ORDER RE: MOTION FOR JUDICIAL NOTICE

as follows:

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I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 8th 2019.



Paul S. Mula Jr.

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